UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549
FORM 10-K

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2025

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES 2EXCHANGE ACT OF 1934**

For the transition period from to

Commission File Number: 001-35527

Emmaus Life Sciences, Inc.

(Exact name of Registrant as specified in its charter)

Delaware	**2834**	**87-0419387**
(State or Other Jurisdiction of Incorporation or Organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification No.)

21250 Hawthorne Boulevard, Suite 800, Torrance, California 90503
(Address of principal executive offices, including zip code)

(310) 214-0065
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
None		

Securities Registered Pursuant to Section 12(g) of the Act:

Title of class
Common stock, par value $0.001 per share

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☐ No ☒

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act:

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒	Smaller reporting company	☒
Emerging growth company	☐		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☐

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☒

The aggregate market value of shares of common stock held by non-affiliates of the registrant as of June 30, 2025, the last business day of the registrant's most recently completed second fiscal quarter, was $581,655 based upon the closing price of the common stock as reported on the OTCQB.

There were 70,188,263 shares of common stock outstanding as of March 25, 2026.

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CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This Annual Report contains some statements that are not purely historical and that are considered "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, which we refer to as the Securities Act, and Section 21E of the Securities Exchange Act of 1934, as amended, which we refer to as the Exchange Act. Such forward-looking statements express our management's expectations, beliefs, and intentions regarding the future. The words "anticipates," "believes," "continue," "could," "estimates," "expects," "intends," "may," "might," "plans," "possible," "potential," "predicts," "projects," "seeks," "should," "will," "would" and similar expressions and variations, or comparable terminology, or the negatives of any of the foregoing, may identify forward-looking statements, but the absence of these words does not mean that a statement is not forward-looking.

The forward-looking statements contained in this Annual Report are based on current expectations and beliefs concerning future developments that are difficult to predict. These uncertain future developments include matters relating to our recent change in strategy for commercialization of Endari® and equivalent products in the U.S. We cannot guarantee future performance, or that future developments affecting our company will be those currently anticipated. These forward-looking statements involve risks, uncertainties (some of which are beyond our control) or assumptions that may cause actual results or performance to be materially different from those expressed or implied by these forward-looking statements, including the factors referenced in this Annual Report under the sections entitled "Business," "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations."

All forward-looking statements attributable to us are expressly qualified in their entirety by these risks and uncertainties, and you should not place undue reliance on any forward-looking statement. We undertake no obligation to update or revise any forward-looking statement, except as may be required under applicable securities laws.

PART I

ITEM 1. BUSINESS

In this Annual Report, the terms, "we," "us," "our" or the "Company" refer to Emmaus Life Sciences, Inc. and its subsidiaries.

Overview

Endari®

We are a commercial-stage biopharmaceutical company engaged in the discovery, development, marketing and sale of innovative treatments and therapies, primarily for rare and orphan diseases. Our only product, Endari® (prescription grade L-glutamine oral powder) is approved by the U.S. Food and Drug Administration, or FDA, to reduce the acute complications of sickle cell disease ("SCD") in adult and pediatric patients five years of age and older. Endari® was approved for marketing in the United Arab Emirates, or U.A.E, Qatar, Kuwait, Bahrain and Oman. Our application for marketing authorization in the Kingdom of Saudi Arabia, or KSA, is pending. While the application is pending, the FDA approval of Endari® can be referenced to allow access to Endari® in Saudi Arabia on a named-patient basis. In January 2025, Endari® was afforded market exclusivity in the KSA by the KSA's unified purchasing system which extends to all KSA government institutions, including hospitals under the Ministry of Health, Military Hospitals, the National Guard, the Security Forces, and King Faisal Specialty Hospitals and Research Centers.

Endari® is sold in the U.S. through our nonexclusive distributors and in the Middle East North Africa, or MENA, region through exclusive arrangements with local distributors. In December 2025, we entered into a License and Exclusive Distribution Agreement, or License Agreement, with NeoImmuneTech, Inc., or NIT, pursuant to which we granted NIT, subject to the occurrence of the "Effective Date" of the License Agreement, an exclusive license to our rights to market, sell, and distribute Endari® and any generic equivalents we may develop in sickle cell disease, or the field, in the U.S. and its territories and possessions and Canada, or the territory, in exchange for an upfront cash payment, a double digit percentage royalty on NIT's sales of the licensed products and a double digit percentage of any NIT sublicenses of rights to the products. Of the upfront payment, somewhat less than half was paid in cash upon execution of the License Agreement, with the balance payable in cash upon the "Effective Date" of the License Agreement. The upfront cash payment is refundable by us under certain circumstances described in the License Agreement. We agree in the License Agreement to use a portion of the upfront payment payable upon the Effective Date to subscribe to purchase shares of NIT capital stock.

In connection with the License Agreement, we and NIT entered into an Exclusive Supply Agreement pursuant to which we agree to supply exclusively to NIT, and NIT agrees, subject to certain exceptions, to purchase exclusively from us all NIT's requirements for the products in the field in the territory at a purchase price based upon our cost of production plus a specified double digit percentage margin.

Pending the Effective Date, NIT has hired selected members of our U.S. sales force and we have entered into a sales services agreement with NIT under which it will render to us sales and marketing services for Endari® in the field in the territory in exchange for our payment of quarterly fees in the low-to-mid six figures. We will continue to realize all revenues from sales of Endari® in the territory pending the Effective Date.

The Effective Date is subject to NIT's obtaining the necessary regulatory approvals and licensing to sell and distribute the licensed products and other specified conditions, and there is no assurance that the Effective Date will occur. The License Agreement may be terminated by either party if the Effective Date does not occurred by the October 1, 2026, subject to certain exceptions, in which case all rights to the licensed products will revert to us. Once the Effective Date occurs, the rights granted to NIT under the License Agreement will become nonexclusive if NIT fails to generate annual minimum sales of the licensed products in the low seven figures. Following the Effective Date, the License Agreement may be terminated by either party in the event of a breach by the other party and other specified events.

Under the License Agreement, each party is entitled to make improvements to the licensed products and to own their respective improvements, subject to the grant of appropriate cross-rights to any such improvements. We retain all rights in the licensed products outside the field and outside the territory.

NIT has no experience is marketing brand name or generic pharmaceuticals in the U.S. or elsewhere, and if the Effective Date occurs there is no assurance that it will be able to successfully market and distribute Endari® or other licensed products.

If the Effective Date does not occur, we will consider alternative strategies for marketing and selling Endari® and any generic equivalents we may develop in the U.S. and other markets in the territory.

For the foregoing reasons, our historical results of operations are unlikely to be an indication of our future performance.

Endari® is reimbursable by the Centers for Medicare and Medicaid Services, and every state provides coverage for Endari® for outpatient prescriptions to all eligible Medicaid enrollees within their state Medicaid programs. Endari® is also reimbursable by many commercial payors. We have agreements in place with the nation's leading distributors, as well as physician group purchasing organizations and pharmacy benefits managers, making Endari® available at selected retail and specialty pharmacies nationwide which are expected to be assigned and assumed by NIT in connection with the Effective Date of the License Agreement. Following the Effective Date of the License Agreement, our revenues from U.S. operations will depend upon sales of Endari® to NIT under the exclusive supply agreement and on royalties from NIT's sales of Endari® in the territory.

SCD is a rare, debilitating and lifelong hereditary blood disorder that affects approximately 100,000 patients in the U.S. and up to 25 million patients worldwide, the majority of which are of African descent. Approximately one in every 365 African-American children are born with SCD. The FDA's approval of Endari® was based upon the results of a 48-week randomized, double-blind, placebo-controlled, multi-center Phase 3 clinical trial evaluating the effects of Endari®, as compared to placebo in 230 adults and children with SCD. The results demonstrated that Endari® reduced the frequency of sickle cell crises by 25% and hospitalizations by 33%. Additional findings included a 41% decrease in cumulative hospital days and greater than 60% fewer incidents of acute chest syndrome in patients treated with Endari®. The FDA has acknowledged that the clinical benefit of Endari® was observed irrespective of hydroxyurea use, which supports the use of Endari® as a monotherapy or in combination with hydroxyurea as safe and effective treatment options for patients with SCD.

The safety of Endari® was based upon data from 298 patients, 187 treated with Endari® and 111 patients treated with placebo in Phase 2 and Phase 3 studies. Endari®'s safety profile was similar to the placebo and Endari® was well-tolerated in pediatric and adult patients alike. The most common adverse reactions, occurring in more than 10% of patients treated with Endari®, were constipation, nausea, headache, abdominal pain, cough, pain in extremity, back pain, and chest pain (non-cardiac).

Product Pipeline

As previously reported, we have suspended substantially all research and development activities to reduce operating expenses while we seek to restructure or refinance out existing indebtedness, and we cannot predict whether or when we will be able to resume such activities.

Other Recent Developments

In December 2025, we entered into an exclusive option agreement with a prominent U.S. academic medical center. Under the terms of the agreement, we secured an exclusive option for a period of 18 months to negotiate a worldwide exclusive license to patent rights and know-how related to an early clinical-stage metabolic therapy for the treatment of solid tumors, specifically targeting pancreatic cancer. The partner institution previously completed a Phase 1 clinical trial indicating the safety and preliminary efficacy of the candidate.

In partnership with a third-party contract research organization, we are undertaking a prospective, observational real-world evidence study of Endari® in patients with sickle cell disease receiving treatment in routine clinical practice. Consistent with real-world use, Endari® will be prescribed according to routine clinical care and sold through our local distributors. The real-world study is expected to evaluate approximately 230 patients across sites in the United Arab Emirates, Oman, Bahrain, and Kuwait. Patients taking Endari® will be followed for approximately 52 weeks to collect outcome data to validate its effectiveness and long-term safety, and to understand adherence and barriers to therapy in real-world use.

Sickle Cell Disease—Market Overview

Sickle cell disease ("SCD") is a genetic blood disorder that affects 20 million - 25 million people worldwide and occurs with increasing frequency among those whose ancestors are from regions including sub-Saharan Africa, South America, the Caribbean, Central America, the Middle East, India and Mediterranean regions such as Turkey, Greece and Italy. The U.S. Centers for Disease Control and Prevention estimates that there are as many as 100,000 people with SCD in the United States, and we estimate there are approximately 80,000 SCD sufferers in the EU. We estimate that there are over 100,000

SCD patients that could potentially be treated in the Persian Gulf States, as well as patients in other countries that comprise the Middle East and North Africa ("MENA") region.

SCD is characterized by the production of an altered form of hemoglobin which polymerizes and becomes fibrous, causing the red blood cells of patients with SCD to become sickle-shaped, inflexible and adhesive rather than round, smooth and flexible. These changes also lead to increased oxidant stress and much damage to the membrane of red blood cells. It also causes increased adhesiveness of red blood cells. The complications associated with SCD occur when these inflexible and sticky cells block, or occlude, small blood vessels, which can then cause severe and chronic pain throughout the body due to insufficient oxygen being delivered to tissue, or ischemia, and inflammation. According to an article in Annals of Internal Medicine, "*In the Clinic: Sickle Cell Disease*" by M.H. Steinberg (September 2011), which we refer to as the Steinberg Article, this leads to long-term organ damage, diminished exercise tolerance, increased risk of stroke and infection and decreased lifespan.

Sickle cell crisis, a broad term covering a range of disorders, is one of the most devastating complications of SCD. Types of sickle cell crisis include:

- *Vaso-occlusive crisis*, characterized by obstructed blood flow to organs such as the bones, liver, kidneys, eyes or central nervous system;
- *Aplastic crisis*, characterized by acute anemia typically due to viral infection;
- *Hemolytic crisis*, characterized by accelerated red blood cell death and reduced hemoglobin;
- *Splenic sequestration crisis*, characterized by painful enlargement of the spleen due to trapped red blood cells; and
- *Acute chest syndrome*, a potentially life-threatening obstruction of blood supply to the lungs characterized by fever, chest pain, cough, and lung infiltrates.

According to the Steinberg Article referred to above, acute chest syndrome affects more than half of all patients with SCD and is a common reason for hospitalization. Other symptoms and complications of SCD include swelling of the hands and feet, infections, pneumonia, vision loss, leg ulcers, gall stones and stroke.

A crisis is characterized by excruciating musculoskeletal pain, visceral pain and pain in other locations. These crises occur periodically throughout the life of a person with SCD. In adults, the acute pain typically persists for five or ten days or longer, followed by a dull, aching pain generally ending only after several weeks and sometimes persisting between crises. According to the Steinberg Article, the frequency of sickle cell crises varies within patients with SCD from rare occurrences to occurrences several times a month. The frequency of crises tends to increase late in the second decade of life and to decrease after the fourth decade.

Treatment of sickle cell crises is burdensome and expensive for patients and payors, as it encompasses costs for hospitalization, urgent care and emergency room visits and prescription pain medication. Endari® enhances nicotinamide adenine dinucleotide ("NAD") synthesis to reduce excessive oxidative stress in sickle red blood cells, which is the cause of much of the damage leading to characteristic symptoms of SCD. We believe that Endari®, when taken daily, will decrease the incidence of sickle cell crisis by restoring the flexibility, fluidity and function of red blood cells in patients with SCD. We believe that regular use of Endari® also will reduce the number of costly hospitalizations of patients with SCD, as well as unexpected urgent care and emergency room visits.

Limitations of the Current Standard of Care

Prior to the approval of Endari®, the only other FDA approved pharmaceutical targeting sickle cell crisis was hydroxyurea, which is available in both generic and branded formulations. Hydroxyurea, a drug originally developed as an anticancer chemotherapeutic agent, has been approved as a once-daily oral treatment for reducing the frequency of sickle cell crisis and the need for blood transfusions in adult patients with recurrent moderate to severe sickle cell crisis. In December 2017, the FDA granted Addmedica a regular approval for hydroxyurea (Siklos) to reduce the frequency of painful crises and the need for blood transfusions in pediatric patients two years of age and older with sickle cell anemia with recurrent moderate to severe painful crises. While hydroxyurea has been shown to reduce the frequency of sickle cell crisis in some patient groups, it is not suitable for many patients due to significant toxicities and side effects. In particular, hydroxyurea can cause a severe decrease in the number of blood cells in a patient's bone marrow, which may increase the risk that the patient will develop a serious infection or bleeding, or that the patient will develop certain cancers. Another potential treatment option for SCD,

bone marrow transplant, is limited in its use due to the lack of availability of matched donors and the risk of serious complications, including graft versus host disease, infection and potentially death, as well as by its high cost.

Two new treatments for sickle cell disease were approved by the FDA at the end of 2019. Crizanlizumab, marketed under the brand name of Adakveo® by Novartis AG, is a humanized monoclonal antibody that binds to P-selectin. It is approved by the FDA to reduce the frequency of vaso-occlusive crises in adults and pediatric patients aged 16 years and older with SCD. It is administered intravenously in two loading doses two weeks apart and every four weeks thereafter. Voxelotor, marketed under the brand name of Oxbryta™ by Pfizer Inc., is an HbS polymerization inhibitor that reversibly binds to hemoglobin to stabilize the oxygenated hemoglobin state, thus shifting the oxyhemoglobin dissociation curve. Oxbryta™ is approved by the FDA for the treatment of SCD in adults and pediatric patients 12 years of age and older. In December 2021, the FDA granted accelerated approval for Oxbryta to treat SCD in pediatric patients aged 4 to less than 12 years. In September 2024, Pfizer announced the withdrawal of Oxbryta™ from national and global markets.

In December 2023, the FDA approved Casgevy, a groundbreaking CRISPR-based gene editing therapy from Vertex Pharmaceuticals and CRISPR Therapeutics. The FDA also approved a second treatment using conventional gene therapy, Genetix Biotherapeutics's (formerly known as Bluebird Bio) lentiviral therapy, Lyfgenia.

Upon onset of sickle cell crisis, the current standard of care is focused on pain management, often with prescription narcotics or non-prescription oral medications taken at home. If the pain is not relieved, or if it progresses, patients may seek medical attention in a clinic or emergency department. Pain that is not controlled in these settings may require hospitalization for more potent pain medications, typically opioids administered intravenously. The patient must stay in the hospital to receive these intravenous pain medications until the sickle cell crisis resolves and the pain subsides. Other supportive measures during hospitalization may include hydration, supplemental oxygen and treatment of any concurrent infections or other conditions.

According to *Hematology in Clinical Practice*, by Robert S. Hillman et. al. (5^{th} ed. 2011), sickle cell crisis, once it has started, almost always results in tissue damage at the affected site in the body, increasing the importance of preventative measures. While pain medications can be effective in managing pain during sickle cell crisis, they do not affect or resolve the underlying vascular occlusion, tissue ischemia or potential tissue damage. Additionally, opioid narcotics that are generally prescribed to treat pain can also lead to tissue or organ damage and resulting complications and morbidities, prolonged hospital stays and associated continuation of pain and suffering. Given the duration and frequency of sickle cell crises, addiction to these opioid narcotics is also a significant concern.

Endari®, Our Solution for SCD

We believe Endari® has proven to be a safe and effective means for reducing the frequency of sickle cell crises in patients with SCD and the need for costly hospital stays or treatment with highly addictive pain medications such as opioid narcotics. Published academic research has identified L-glutamine as a precursor to NAD, one of the major molecules that regulate and prevent oxidative damage in red blood cells. Several published studies have demonstrated that sickle red blood cells have a significantly increased rate of transport of L-glutamine, which appears to be driven by the cells' synthesis of NAD to protect against oxidative damage and thereby leading to further improvement in their regulation of oxidative stress. In turn this makes sickle red blood cells less adhesive to cells of the interior wall of blood vessels, which suggests that there is decreased chance of blockage of blood vessels, especially small ones. In summary, improved regulation of oxidative stress appears to lead to less obstruction or blockage of small blood vessels, thereby alleviating a major cause of the pain and other problems associated with SCD.

In December 2013, we completed a Phase 3 prospective, randomized, double blind, placebo controlled, parallel group multicenter clinical trial to measure, over a 48-week time frame, as its primary outcome, the reduction in the number of occurrences of sickle cell crises experienced by patients in the trial. All participants other than those who received placebo, including children, received up to 30 grams of Endari® daily, dissolved in liquid, split between morning and evening; the same dosage as our Phase 2 clinical trial completed in 2009. Patients were randomized to the study treatment using a 2:1 ratio of Endari® to placebo. The randomization was stratified by investigational site and hydroxyurea usage.

The clinical trial evaluated the efficacy and safety of Endari® in 230 patients (5 to 58 years of age) with sickle cell anemia or sickle β°-thalassemia who had 2 or more painful crises within 12 months prior to enrollment. Eligible patients stabilized on hydroxyurea for at least 3 months continued their therapy throughout the study. The trial excluded patients who had received blood products within 3 weeks, had renal insufficiency or uncontrolled liver disease, or were pregnant (or planning pregnancy) or lactating. Study patients received Endari® or placebo for a treatment duration of 48 weeks followed by 3 weeks of tapering.

Efficacy was demonstrated by a reduction in the number of sickle cell crises through Week 48 and prior to the start of tapering among patients that received Endari® compared to patients who received placebo. A sickle cell crisis was defined as a visit to an emergency room/medical facility for sickle cell disease-related pain which was treated with a parenterally administered narcotic or parenterally administered ketorolac. In addition, the occurrence of acute chest syndrome, priapism, and splenic sequestration were considered sickle cell crises. Treatment with Endari® also resulted in fewer hospitalizations due to sickle cell pain at Week 48, fewer cumulative days in hospital, longer time until first sickle cell crisis and a lower incidence of acute chest syndrome.

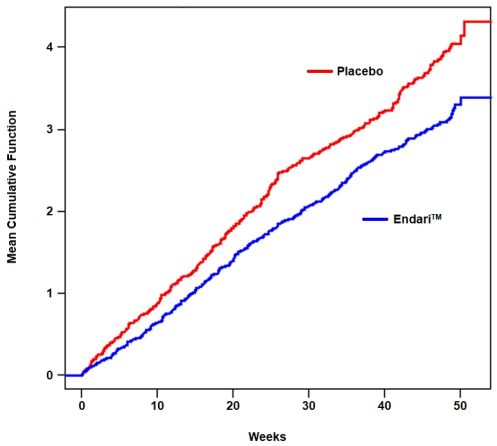
Table 1. Results from the Endari® Clinical Trial in Sickle Cell Disease

	Endari®	**Placebo**
Event	**(n = 152)**	**(n = 78)**
Median number of sickle cell crises (min, max)[1]	3 (0, 15)	4 (0, 15)
Median number of hospitalizations for sickle cell pain (min, max)[1]	2 (0, 14)	3 (0, 13)
Median cumulative days hospitalized (min, max)[1,]	6.5 (0, 94)	11 (0, 187)
Median time (days) to first sickle cell crisis (95% CI) [1,2]	84 (62, 109)	54 (31, 73)
Patients with occurrences of acute chest syndrome (%)[1]	13 (8.6%)	18 (23.1%)

1. Measured through 48 weeks of treatment.
2. Hazard Ratio=0.69 (95% CI=0.52, 0.93), estimated based on unstratified Cox's proportional model. Median time and 95% CI were estimated based on the Kaplan Meier method.

The recurrent crisis event time analysis (Figure 1) yielded an intensity rate ratio (IRR) value of 0.75 with 95% CI= (0.62, 0.90) and (0.55, 1.01) based on unstratified models using the Andersen-Gill and Lin, Wei, Yang and Ying methods, respectively in favor of Endari®, suggesting that over the entire 48- week period, the average cumulative crisis count was reduced by 25% from the Endari® group over the placebo group.

Figure 1. Recurrent Event Time for Sickle Cell Crises by Treatment Group



Endari® was studied in 2 placebo-controlled clinical trials (a phase 3 study, n=230 and a phase 2 study, n=70). In these trials, patients with sickle cell anemia or sickle β0-thalassemia were randomized to receive Endari® (n=187) or placebo (n=111) orally twice daily for 48 weeks followed by 3 weeks of tapering. Both studies included pediatric and adult patients (5-58 years of age) and 54% were female.

Treatment discontinuation due to adverse reactions was reported in 2.7% (n=5) of patients receiving Endari®. These adverse reactions included one case each of hypersplenism, abdominal pain, dyspepsia, burning sensation, and hot flash.

Commercialization and Distribution

United States

We have contracted with ASD Healthcare LLC, a Cencora Inc., formerly known as AmerisourceBergen Corporation companies, McKesson Plasma and Biologics LLC, a McKesson Corporation company, Cardinal Health 108, LLC, a Cardinal Health Inc. company, and CVS Caremark, L.L.C., a CVS Health Corporation company, to distribute Endari® to selected pharmacies and hospitals. ASD Healthcare, McKesson Corporation, Cardinal Health, Inc and Caremark are the four largest specialty distributors of prescription drugs in the U.S.

Each of our largest distributors mentioned above accounts for more than 10% of net revenue for the year ended December 31, 2025. On a combined basis, these distributors accounted for approximately 62% of net revenue in 2025.

We have a Commercial Patient Assistance Program (C-PAP) to provide financial assistance to eligible patients who are unable to afford their monthly co-payments for Endari®. We also maintain the Endari® Patient Support Program to provide eligible patients with access to Endari® where appropriate.

Following the Effective Date of the License Agreement with NIT, our revenues from U.S. operations will depend upon sales of Endari® to NIT under the exclusive supply agreement and on royalties from NIT's sales of Endari® in the territory.

Outside the United States

We have entered into exclusive distribution agreements with strategic partners to register, commercialize and distribute Endari® in the Gulf Cooperation Council countries, or GCC, and other countries throughout the MENA region in collaboration with our branch office in Dubai. Marketing authorizations have been approved in the United Arab Emirates (March 2022), Qatar (November 2022), Kuwait (December 2022), Bahrain (May 2023) and Oman (July 2023) and our application for marketing authorization is pending in the KSA.

We are party to an exclusive early access agreement pursuant to which our strategic partner distributes Endari® on an early access basis in France, the Netherlands and the U.K.

We also may seek future collaborations with other pharmaceutical or biotechnology companies and identify potential licensees and other international opportunities to commercialize Endari®, if approved by foreign regulatory authorities.

Research and Development

We incurred $0.3 million and $0.7 million of research and development expenses in 2025 and 2024, respectively. The decrease was primarily due to suspension of further research and development activities in late 2024. Depending on the availability of funds, we may resume research and development of our existing product candidates in the future, and we may seek to acquire rights to one or more new product candidates.

Raw Materials and Manufacturing

The active pharmaceutical ingredient in Endari® is prescription grade L-glutamine ("PGLG") oral powder, which differs from non-prescription grade L-glutamine widely available as a nutritional supplement. Endari® is differentiated from ordinary L-glutamine by several factors, including the presence of a Drug Master File, oversight of purity and manufacturing at FDA inspected facilities, and stringent stability tested packaging. There are limited suppliers of PGLG worldwide, and we currently obtain substantially all our PGLG, directly or indirectly, from Ajinomoto Health and Nutrition North America, Inc. ("Ajinomoto"), a subsidiary of Ajinomoto North American Holdings, Inc.

Ajinomoto provided PGLG to us free of charge for our clinical trials of Endari®, including our Phase 3 trial. In return, we undertook to purchase from Ajinomoto substantially all our commercial needs for PGLG, subject to certain exceptions; however, we have no long-term supply agreement with Ajinomoto. We will continue to be dependent on Ajinomoto for supplies of Endari® under our exclusive supply agreement with NIT and our distribution and sales in the MENA region.

On June 16, 2017, we entered into an API supply agreement with Telcon (formerly, Telcon, Inc.), a South Korea-based company, pursuant to which Telcon paid us approximately ₩36.0 billion KRW (approximately $31.8 million) in consideration of the right to supply 25% of our requirements for bulk containers of PGLG for a 15-year term. The amount was recorded as a deferred trade discount. The API supply agreement provides for target annual revenue of more than $5,000,000 and annual "profit" (*i.e.*, sales margin) to Telcon of at least $2,500,000 commencing in 2018. On July 12, 2017, we entered into a raw material supply agreement with Telcon which revised certain terms of the API supply agreement, which we refer to as the "revised API agreement." The revised API agreement is effective for a term of five years and will renew automatically for 10 successive one-year renewal periods, except as either party may determine. In the revised API agreement, we have agreed to purchase a cumulative total of $47.0 million of PGLG over the term of the agreement. In September 2018, we entered into an agreement with Ajinomoto and Telcon to facilitate Telcon's purchase of PGLG from Ajinomoto for resale to us under the revised API agreement. The PGLG raw material purchased from Telcon is recorded in inventory at net realizable value and the excess purchase price is recorded against deferred trade discount.

Our obligations under the agreements with Telcon are secured by a pledge of a convertible bond of Telcon purchased by us under a Convertible Bond Purchase Agreement dated September 28, 2020. See Notes 3, 5, 11 and 12 of the Notes to Consolidated Financial Statements in this Annual Report for more information regarding our obligations under the various agreements with Telcon.

Endari® and any other commercial products we develop must be manufactured and packaged by facilities that meet FDA requirements for cGMP. We believe that Ajinomoto and the packager of Endari® meet FDA cGMP. Previous compliance with cGMP, however, does not guarantee future compliance. We have no long-term agreement with Ajinomoto. We may seek to enter into long-term supply agreements in the future and to establish one or more arrangements with alternative suppliers.

Historically, we have relied upon a single packager of Endari® with which we have no firm commitment to continue its services. The packager repeatedly delayed the packaging of Endari® originally scheduled for December 2023, which resulted in a severe shortage of finished goods inventory and materially, adversely affected our Endari® sales in 2024. Although we believe we have sufficient finished goods inventory on hand, we have engaged a new source of packaging to avoid similar problems in the future. There is no assurance that we can retain suitable packaging sources or, if we do, that we will not experience delays in the production of finished goods or future shortages of Endari®. We will be dependent on our packager for supplying Endari® under our exclusive supply agreement with NIT and our distribution and sales in the MENA region.

Competition

The biopharmaceutical industry is highly competitive and subject to rapid and significant technological change. We face potential competition from both large and small pharmaceutical and biotechnology companies, academic institutions, governmental agencies (such as the National Institutes of Health) and public and private research institutions. Many of our competitors and potential competitors have far greater financial resources and expertise in research and development, manufacturing, preclinical testing, conducting clinical trials, obtaining regulatory approvals, marketing and selling approved products. Historically, for example, we have had insufficient financial resources to engage in meaningful advertising or marketing of Endari®. Smaller or early-stage companies may also prove to be significant competitors, particularly through collaborative arrangements with large and established companies.

Any product candidates that we successfully develop and commercialize will compete with existing therapies and new therapies that may become available in the future. The key competitive factors affecting the success of each of our product candidates, if approved, are likely to be their safety, efficacy, convenience, price, the level of proprietary and generic competition, and the availability of coverage and reimbursement from government and other third-party payors. Our Endari® sales may suffer or our commercial opportunity could be reduced or eliminated if our competitors develop and commercialize products that are safer or more effective, have fewer or less severe side effects, or are more convenient or less expensive than any products that we may develop. Our competitors may also obtain FDA or other regulatory approval for their product candidates more rapidly than we may be able to do so for any existing or new product candidates of ours, which could result in their establishing a strong market position before we are able to enter the market.

Sickle Cell Disease

Endari® is approved as a therapy to reduce the acute complications of SCD in adult and pediatric patients 5 years of age and older. The other drugs which are indicated to treat sickle cell disease are hydroxyurea (marketed as DROXIA or Hydrea by Bristol-Myers Squibb Company and available in generic form), which is approved to reduce the frequency of painful crises and need for blood transfusions in patients with sickle cell anemia for the treatment of adults with SCD; Voxelotor (marketed

as Oxbryta™ by Pfizer Inc.) tablets for the treatment of SCD in adults and children 4 years of age and older; which Pfizer subsequently withdrew from the market due to safety concerns, and crizanlizumab (marketed as Adakveo® by Novartis International AG) intravenous infusion approved to reduce the frequency of VOCs in adult and pediatric patients ages 16 years and older with SCD. Several companies are also developing product candidates for chronic treatment in SCD, and several other companies are in clinical trials to investigate new treatments for SCD.

Endari® also faces potential competition from one-time therapies for treating patients with severe SCD, including LentiGlobin BB305, which is being developed by bluebird bio, Inc. to treat SCD by inserting a functional human beta-globin gene into a patient's hematopoietic stem cells, or HSCs, *ex vivo* and then transplanting the modified HSCs into the patient's bloodstream. Bluebird has indicated its plans to pursue an accelerated development and approval pathway for its gene therapy product in SCD. Others are seeking to develop one-time therapies such as hematopoietic stem cell transplantation, gene therapy and gene editing, including Casgevy, a groundbreaking CRISPR-based gene editing therapy from Vertex Pharmaceuticals and CRISPR Therapeutics approved by the FDA in December 2023, and a second recently approved treatment using conventional gene therapy, bluebird bio's lentiviral therapy, Lyfgenia. It is too early to predict the impact of these new treatments, but their availability may adversely affect the market for Endari® in the U.S. and elsewhere.

We are also aware of efforts to develop cures for SCD through approaches such as bone marrow treatments. Although bone marrow transplant is currently available for SCD patients, its use is limited by the lack of availability of matched donors and by the risk of serious complications, including graft versus host disease and infection.

The marketing exclusivity of Endari® in the U.S. afforded by its Orphan Drug designation expired in July 2024 and, on July 15, 2024, ANI Pharmaceuticals, Inc., or ANI. announced the launch of its L-Glutamine Oral Powder, a generic version of Endari®, following final approval of its Abbreviated New Drug Application from the U.S. Food and Drug Administration. Management believes that the introduction of ANI's generic product or other generic versions of L-Glutamine oral powder has adversely affected Endari® sales and is likely to adversely affect the reimbursement rates that Medicare, Medicaid and third-party payors are willing to pay for Endari®, which could have a material, adverse effect on our future net revenues.

Endari® also competes with non-prescription grade L-glutamine, which is widely available as a dietary supplement at substantially lower prices than Endari®. Dietary supplements may be marketed without FDA approval, are generally not reimbursed by payors and are not subject to the rigorous quality control standards required by regulatory authorities for prescription drug products. Also, unlike prescription drugs, manufacturers of dietary supplements may not make claims that the supplements will cure, mitigate, treat or prevent disease, and we are not aware of any reports in peer-reviewed literature regarding the effectiveness of non-prescription grade L-glutamine supplements in treating SCD in controlled clinical trials.

Government Regulation

Under Section 505(b)(2) of the Federal Food, Drug, and Cosmetic Act ("FD&C Act"), a person may submit an NDA for which one or more of the clinical studies relied upon by the applicant for approval were not conducted by or for the applicant and for which the applicant does not have a right of reference or use from the person by or for whom the clinical studies were conducted. Instead, a 505(b)(2) applicant may rely on published literature containing the specific information (*e.g.*, clinical trials, animal studies) necessary to obtain approval of the application. The applicant may also rely on the FDA's finding of safety and/or effectiveness of a drug previously approved by the FDA when the applicant does not own or otherwise have the right to access the data in that previously approved application. The 505(b)(2) pathway to marketing authorization thus allows an applicant to submit a NDA without having to conduct its own studies to obtain data that are already documented in published reports or previously submitted NDAs. In addition to relying on safety data from the Phase 2 and 3 studies of Endari®, we intend to take advantage of the 505(b)(2) pathway to the extent published literature will further support any NDA for PGLG.

Regulation by United States and foreign governmental authorities is a significant factor in the development, manufacture and expected marketing of our product candidates and in our ongoing research and development activities. The nature and extent to which such regulation will apply to us will vary depending on the nature of the product candidates we seek to develop.

Human therapeutic products, such as drugs, biologics and cell-based therapies, are subject to rigorous preclinical and clinical testing and other preapproval requirements of the FDA and similar regulatory authorities in other countries. Various federal and state statutes and regulations govern and influence pre- and post-approval requirements related to research, testing, manufacturing, labeling, packaging, storage, distribution and record keeping of such products to ensure the safety and effectiveness for their intended uses. The process of obtaining marketing approval and ensuring post approval compliance with the FD&C Act for drugs and biologics (and applicable provisions of the Public Health Service Act for biologics), and the regulations promulgated thereunder, and other applicable federal and state statutes and regulations, requires substantial

time and financial resources. Any failure by us or our collaborators to obtain, or any delay in obtaining, marketing approval could adversely affect the marketing of any of our product candidates, our ability to receive product revenues, and our liquidity and capital resources.

The manufacture of these products is subject to cGMP regulations. The FDA inspects manufacturing facilities for compliance with cGMP regulations before deciding whether to approve a product candidate for marketing.

The steps required by the FDA before a new product, such as a drug, biologic or cell-based therapy, may be marketed in the United States include:

- completion of preclinical studies (during this stage, the treatment is called a development candidate);
- the submission to the FDA of a proposal for the design of a clinical trial program for studying in humans the safety and effectiveness of the product candidate. This submission is referred to as an IND. The FDA reviews the IND to ensure it adequately protects the safety and rights of trial participants and that the design of the studies is adequate to permit an evaluation of the product candidate's safety and effectiveness. The IND becomes effective within thirty days after the FDA receives the IND, unless the FDA notifies the sponsor that the investigations described in the IND are deficient and cannot begin;
- the conduct of adequate and well controlled clinical trials, usually completed in three phases, to demonstrate the safety and effectiveness of the product candidate for its intended use;
- the submission to the FDA of a marketing application, a NDA, if the product candidate is a drug, that provides data and other information to demonstrate the product is safe and effective for its intended use ("BLA"), if the product candidate is a biologic that provides data and other information to demonstrate that the product candidate is safe, pure, and potent; and
- the review and approval of the NDA by the FDA before the product candidate may be distributed commercially as a product.

In addition to obtaining FDA approval for each product candidate before we can market it as a product, the manufacturing establishment from which we obtain it must be registered and is subject to periodic FDA post approval inspections to ensure continued compliance with cGMP requirements. If, as a result of these inspections, the FDA determines that any equipment, facilities, laboratories, procedures or processes do not comply with applicable FDA regulations and the conditions of the product approval, the FDA may seek civil, criminal, or administrative sanctions and/or remedies against us, including the suspension of the manufacturing operations, recalls, the withdrawal of approval and debarment. Manufacturers must expend substantial time, money and effort in the area of production, quality assurance and quality control to ensure compliance with these standards.

Preclinical testing includes laboratory evaluation of the safety of a product candidate and characterization of its formulation. Preclinical testing is subject to Good Laboratory Practice ("GLP") regulations. Preclinical testing results are submitted to the FDA as a part of an IND which must become effective prior to commencement of clinical trials. Clinical trials are typically conducted in three sequential phases following submission of an IND. In Phase 1, the product candidate under investigation (and therefore often called an investigational product) is initially administered to a small group of humans, either patients or healthy volunteers, primarily to test for safety (*e.g.*, to identify any adverse effects), dosage tolerance, absorption, distribution, metabolism, excretion and clinical pharmacology, and, if possible, to gain early evidence of effectiveness. In Phase 2, a slightly larger sample of patients who have the condition or disease for which the investigational product is being studied receive the investigational product to assess the effectiveness of the investigational product, to determine dose tolerance and the optimal dose range, and to gather additional information relating to safety and potential adverse effects. If the data show the investigational product may be effective and has an acceptable safety profile in the targeted patient population, Phase 3 studies, also referred to as pivotal studies or enabling studies, are initiated to further establish clinical safety and provide substantial evidence of the effectiveness of the investigational product in a broader sample of the general patient population, to determine the overall risk benefit ratio of the investigational product, and provide an adequate basis for physician and patient labeling. During all clinical studies, Good Clinical Practice ("GCP") standards and applicable human subject protection requirements must be followed. The results of the research and product development, manufacturing, preclinical studies, clinical studies, and related information are submitted in a NDA to the FDA.

The process of completing clinical testing and obtaining FDA approval for a new therapeutic product, such as a drug, biologic or cell-based product, is likely to take years and require the expenditure of substantial resources. If a NDA is submitted, there can be no assurance that the FDA will file, review, and approve it. Even after initial FDA approval has been obtained, post market studies could be required to provide additional data on safety or effectiveness. Additional pivotal

studies would be required to support adding other indications to the labeling. Also, the FDA will require post market reporting and could require specific surveillance or risk mitigation programs to monitor for known and unknown side effects of the product. Results of post marketing programs could limit or expand the continued marketing of the product. Further, if there are any modifications to the product, including changes in indication, manufacturing process, labeling, or the location of the manufacturing facility, a NDA supplement would generally be required to be submitted to the FDA prior to or corresponding with that change, or for minor changes in the periodic safety update report that must be submitted annually to the FDA.

The rate of completion of any clinical trial depends upon, among other factors, sufficient patient enrollment and retention. Patient enrollment is a function of many factors, including the size of the patient population, the nature of the trial, the number of clinical sites, the availability of alternative therapies, the proximity of patients to clinical sites, and the eligibility and exclusion criteria for the trial. Delays in planned patient enrollment might result in increased costs and delays. Patient retention could be affected by patient noncompliance, adverse events, or any change in circumstances making the patient no longer eligible to remain in the trial.

Failure to adhere to regulatory requirements for the protection of human subjects, to ensure the integrity of data, other IND requirements, and GCP standards in conducting clinical trials could cause the FDA to place a "clinical hold" on one or more studies of a product candidate, which would stop the studies and delay or preclude further data collection necessary for product approval. Noncompliance with GCP standards would also have a negative impact on the FDA's evaluation of a NDA. If at any time the FDA finds that a serious question regarding data integrity has been raised due to the appearance of a wrongful act, such as fraud, bribery or gross negligence, the FDA may invoke its Application Integrity Policy ("AIP") under which it could immediately suspend review of any pending NDA or refuse to accept the submission of a NDA as filed, require the sponsor to validate data, require additional clinical studies, disapprove a pending NDA or withdraw approval of marketed products, as well as require corrective and preventive action to ensure data integrity in future submissions. Significant noncompliance with IND regulations could result in the FDA not only refusing to accept a NDA as filed but could also result in enforcement actions, including civil and administrative actions, civil money penalties, criminal prosecution, criminal fines and debarment. Whether or not FDA approval has been obtained, approval of a product by regulatory authorities in foreign countries must be obtained prior to the commencement of marketing the product in those countries.

The requirements governing the conduct of clinical trials and product approvals vary widely from country to country, and the time required for approval might be longer or shorter than that required for FDA approval. Although there are some procedures for unified filings for some European countries, in general, each country at this time has its own procedures and requirements.

In most cases, if the FDA has not approved a product candidate for sale in the United States, the unapproved product may be exported to any country in the world for clinical trial or sale if it meets U.S. export requirements and has marketing authorization in any listed country without submitting an export request to the FDA or receiving FDA approval to export the product, as long as the product meets the regulatory requirements of the country to which the product is being exported. Listed countries include each member nation in the European Union or the European Economic Area, Canada, Australia, New Zealand, Japan, Israel, Switzerland and South Africa. If an unapproved product is not approved in one of the listed countries, the unapproved product may be exported directly to an unlisted country if the product meets the requirements of the regulatory authority of that country, and the FDA determines that the foreign country has statutory or regulatory requirements similar or equivalent to the United States.

In addition to the regulatory framework for product approvals, we and our collaborative partners must comply with federal, state and local laws and regulations regarding occupational safety, laboratory practices, the use, handling and disposition of radioactive materials, environmental protection and hazardous substance control, and other local, state, federal and foreign regulation. All facilities and manufacturing processes used by third parties to produce our product candidates for clinical use in the United States and our products for commercialization must comply with cGMP requirements and are subject to periodic regulatory inspections. The failure of third-party manufacturers to comply with applicable regulations could extend, delay or cause the termination of clinical trials conducted for our product candidates or the withdrawal of our products from the market. The impact of government regulation upon us cannot be predicted and could be material and adverse. We cannot accurately predict the extent of government regulation that might result from future legislation or administrative action.

Patents, Proprietary Rights and Know-How

We rely on a combination of trademark rights, trade secret protection, distribution agreements, manufacturing agreements, manufacturing capability and other unpatented proprietary information to protect our intellectual property rights. While we do not currently own any issued patents directed to the treatment of sickle cell anemia, we do own patent applications in that

area, as well as issued patents and patent applications directed to the treatment of diverticulosis, diabetes and hypertriglyceridemia. Endari® has been granted Orphan Medicinal status in the European Union, or EU, which, if Endari® is approved in the EU, will afford ten years marketing exclusivity from the approval date.

We also rely on employee agreements to protect the proprietary nature of our products. We require that our officers and key employees enter into confidentiality agreements that require these officers and employees to keep confidential and not to use our proprietary information and to assign to us the rights to any inventions developed by them during their employment with us.

Patents

We have issued patents related to compositions including PGLG and methods involving administration of PGLG for the treatment of diverticulosis in the United States, Europe, Japan, Australia, India, Mexico, China, Indonesia, Korea and Russia. Associated patent applications are currently pending in the United States, the EU, Brazil, Korea and Russia.

License Agreements

On October 7, 2021, we entered into a License Agreement with Kainos Medicine, Inc., or Kainos, under which Kainos granted us an exclusive license in the territory encompassing the U.S., the U.K. and the EU to patent rights, know-how and other intellectual property relating to Kainos's IRAK4 inhibitor, referred to as KM10544, for the treatment of cancers, including leukemia, lymphoma and solid tumor cancers. In consideration of the license, we paid Kainos a six-figure upfront fee in cash and agreed to make future cash payments upon the achievement of specified milestones totaling in the mid-eight figures, a single-digit percentage royalty based on net sales of the licensed products and a similar percentage of any sublicensing consideration. The License Agreement will continue on a licensed product-by-licensed product and country-by-country basis until the last to expire valid claim of any licensed patent in such country.

See the discussion under "Business – Overview," above for a description or our License and Exclusive Distribution Agreement with NeoImmuneTech, Inc. or NIT, and related agreements.

Trademarks

We hold U.S. trademark registrations for "Emmaus Medical" and "Endari®" and a trademark registration for "Xyndari™" (as Endari® will be marketed if approved) in the EU. This Annual Report also contains trademarks, service marks, trade names and copyrights of other companies, which are the property of their respective owners. Solely for convenience, these trademarks, service marks, trade names and copyrights may appear without the® or TM symbols, but such references are not intended to indicate that we or the other owners do not assert, to the fullest extent under applicable law, our rights, or the rights of any licensor to the same.

Employees

As of December 31, 2025, we had 33 employees globally, 32 of whom were full-time. Since then, NIT has hired four of our full-time sales personnel, which reduced our total number of full-time employees to 28. We have not experienced any work stoppages and we consider our relations with our employees to be good.

Corporate Information

We were incorporated in Delaware on March 20, 1987 under the name Age Research, Inc. Prior to January 16, 2007, our company (then called Strativation, Inc.) existed as a "shell company" with nominal assets and whose sole business was to identify, evaluate and investigate various companies to acquire or with which to merge. On January 16, 2007, we entered into an Agreement and Plan of Merger with CNS Response, Inc., and CNS Merger Corporation, our wholly owned subsidiary, pursuant to which CNS Merger Corporation merged with and into CNS Response, Inc., which survived the merger. On March 7, 2007, we changed our corporate name to CNS Response, Inc. On November 2, 2015, we changed our corporate name to MYnd Analytics, Inc. On July 17, 2019, we completed our merger transaction with EMI Holding, Inc., formerly known as Emmaus Life Sciences, Inc. ("EMI"), with EMI surviving as our wholly owned subsidiary. On July 17, 2019, immediately following the merger, we changed our name to "Emmaus Life Sciences, Inc."

Our principal executive offices and corporate offices are located at 21250 Hawthorne Boulevard, Suite 800, Torrance, California, and our telephone number at that address is (310) 214-0065. We maintain an Internet website at the following address: www.emmausmedical.com. The information on our website is not incorporated by reference in this Annual Report or in any other filings we make with the Securities and Exchange Commission ("SEC").

ITEM 1A. RISK FACTORS

Risks Related to Our Business

We have operated at a loss and may continue to operate at a loss for the foreseeable future.

We realized comprehensive loss of $7.2 million for the year ended December 31, 2025, compared to comprehensive loss of $9.3 million for the year ended December 31, 2024, and have historically operated at a loss due to substantial expenditures related to repayment of our outstanding indebtedness, commercialization of Endari®, pursuit of marketing authorization of Endari® outside the U.S., and general and administrative expenses. There is no assurance that we will be able to attain sustainable profitability or that we will have sufficient capital resources to fund our operations and repay our existing indebtedness until we are able to generate sufficient cash flow from operations.

We are dependent on restructuring or refinancing our existing indebtedness and on new financing to sustain our operations, and there is substantial doubt regarding our ability to continue as a going concern.

The consolidated financial statements included in this Annual Report have been prepared on the basis that the company will continue as a going concern. We had cash and cash equivalents of $2.1 million and a working capital deficit of $61.3 million at December 31, 2025. Management expects that the company's current liabilities and operating expenses, including debt service on our existing indebtedness and the expected costs relating to the commercialization of Endari® in the MENA region and elsewhere, will exceed our existing cash balances and cash expected to be generated from operations for the foreseeable future. To meet the company's current liabilities and operating expenses, we will need to restructure or refinance our existing indebtedness and raise additional funds through related-party loans, third-party loans, equity and debt financings or licensing or other strategic arrangements. We have no understanding or arrangement to further extend the maturity of the convertible promissory notes or to restructure or refinance our other existing indebtedness or for any additional financing, except for the upfront fee commitment under licensing agreement with NIT. There can be no assurance that the company will be able to repay on maturity, restructure or refinance its existing indebtedness or complete any additional equity or debt financings on favorable terms, or at all, or enter into licensing or other strategic arrangements such as a merger or acquisition. If we are unable to do so, we may seek to restructure the company in bankruptcy, or otherwise. Due to the uncertainty of our ability to meet our current liabilities and operating expenses, there is substantial doubt about the company's ability to continue as a going concern for 12 months from the date of issuance of the consolidated financial statements contained in this Annual Report, and the report of our independent public accounting firm on our consolidated financial statements as of and for the year ended December 31, 2025 contains a going concern explanatory paragraph. The consolidated financial statements do not include any adjustments that might result from the outcome of these uncertainties.

We recently changed our strategy for commercialization of Endari® in the U.S., the effectiveness of which is subject to certain conditions and which may not prove successful, and our historical results of operations are no indication of our future performance.

In December 2025, we entered into a License and Exclusive Distribution Agreement, or License Agreement, with NeoImmuneTech, Inc., or NIT, pursuant to which we granted NIT, subject to the occurrence of the "Effective Date" of the License Agreement, an exclusive license to our rights to market, sell, and distribute Endari® and any generic equivalents we may develop in sickle cell disease, or the field, in the U.S. and its territories and possessions and Canada, or the territory, in exchange for a refundable upfront cash payment, a double digit percentage royalty on NIT's sales of the licensed products and a double digit percentage of any NIT sublicenses of rights to the products. Of the upfront payment, somewhat less than half was paid in cash upon execution of the License Agreement, with the balance payable in cash upon the Effective Date.

In connection with the License Agreement, we and NIT will enter into an exclusive supply arrangement pursuant to which we will agree to supply exclusively to NIT, and NIT will agree, subject to certain exceptions, to purchase exclusively from us all NIT's requirements for the products in the field in the territory at a purchase price based upon our cost of production plus a specified double digit percentage margin.

Pending the Effective Date, NIT has hired selected members of our U.S. sales force and we have entered into a sales services agreement with NIT under which it will render to us sales and marketing services for Endari® in the field in the territory in exchange for our payment of quarterly fees in the low-to-mid six figures. We will continue to realize all revenues from sales of Endari® in the territory pending the Effective Date.

The Effective Date is subject to NIT's obtaining the necessary regulatory approvals and licensing to sell and distribute the licensed products and other specified conditions, and there is no assurance that the Effective Date will occur. The License

Agreement may be terminated by either party if the Effective Date has not occurred by the October 1, 2026, subject to certain exceptions, in which case all rights to the licensed products will revert to us. Once the Effective Date occurs, the rights granted to NIT under the License Agreement will become nonexclusive if NIT fails to generate annual minimum sales of the licensed products in the low seven figures. Following the Effective Date, the License Agreement may be terminated by either party in the event of a breach by the other party and other specified events.

We have agreements in place with the nation's leading distributors, as well as physician group purchasing organizations and pharmacy benefits managers, making Endari® available at selected retail and specialty pharmacies nationwide which are expected to be assigned and assumed by NIT in connection with the Effective Date of the License Agreement. There is no assurance that the agreements will be assigned to NIT or that it will be able to establish similar agreements, which would have a material, adverse effect on NIT's purchase of products from us under the exclusive supply agreement and royalties payable to us in connection with NIT's sale of products.

Following the Effective Date of the License Agreement, our revenues from U.S. operations will depend upon sales of Endari® to NIT under the exclusive supply agreement and on royalties from NIT's sales of Endari® in the territory. NIT has no experience is marketing brand name or generic pharmaceuticals in the U.S., or elsewhere, and if the Effective Date occurs there is no assurance that it will be able to successfully market and distribute Endari® or other licensed products. If the Effective Date does not occur, we will consider alternative strategies for marketing and selling Endari® and any generic equivalents we may develop in the U.S. and other markets in the territory. We have no understanding or arrangement with respect to any alternative strategy, and there is no assurance that we would be able to reestablish our internal sales force or implement an alternative strategy for commercial operations in the U.S. if the Effective Date does not occur.

For the foregoing reasons, our historical results of operations are unlikely to be an indication of our future performance.

We are dependent on the commercial success of our only product, Endari®.

Our ability to become profitable will depend upon the commercial success of Endari®, which in turn will depend on the success of NIT in marketing and selling Endari® primarily in the U.S. and on the success of our exclusive distributors in marketing and selling Endari® in the MENA region. If the Effective Date of the License Agreement with NIT does not occur, we will consider alternative strategies for marketing and selling Endari® and any generic equivalents we may develop in the U.S. and other markets in the territory. NIT has no experience is marketing brand name or generic pharmaceuticals in the U.S. or elsewhere, and if the Effective Date occurs there is no assurance that it will be able to successfully market and distribute Endari® or other licensed products.

In addition to the risks discussed elsewhere in this section, our ability to generate future revenues from Endari® sales or sales royalties will depend on a number of factors, including, but not limited to:

- the efficacy and safety of Endari®;
- the achievement of broad market acceptance and our ability to obtain adequate reimbursement by third-party payors for Endari®;
- the effectiveness of NIT and our distribution partners and other efforts in successfully marketing and selling Endari®;
- Our distributors' ability to effectively work with physicians to ensure that their patients have access to Endari® and fill and refill prescriptions to adhere to their twice daily regimen;
- Endari®'s ability to compete effectively against competing products, including hydroxyurea, ADAKVEO® (crizanlizumab), ANI Pharmaceuticals, Inc.'s L-Glutamine Oral Powder generic version of Endari® and other potential generic products;
- our contract manufacturers' ability to successfully manufacture commercial quantities of Endari® at acceptable cost levels and in compliance with regulatory requirements; and
- our ability to comply with ongoing regulatory requirements.

Because of the numerous risks and uncertainties associated with our commercialization efforts, we are unable to predict the extent of revenues we will generate from Endari® sales or sales royalties or the timing for when or the extent to which we will become profitable, if ever. Even if we do achieve increased net revenues from Endari® sales and become profitable, we may not be able to sustain our revenues or maintain or increase our profitability on an ongoing basis.

Endari® faces intense competition from treatments of companies with greater resources than us, and if our competitors are successful in marketing or developing alternative treatments, our commercial opportunities may be reduced or eliminated.

The pharmaceutical industry is characterized by rapidly advancing technologies, intense competition and a strong emphasis on developing proprietary therapeutics. Endari® faces competition from a number of sources, some of which may target the same indication as Endari®, such as pharmaceutical companies, including generic drug companies, biotechnology companies, drug delivery companies and academic and research institutions, many of which have greater financial resources, marketing capabilities, including well-established sales forces, manufacturing capabilities, research and development capabilities, experience in obtaining regulatory approvals for product candidates than do we. For example, in late 2019, the FDA approved a biological license application, or BLA, submitted by Novartis for marketing of ADAKVEO® (crizanlizumab-tmca) to reduce the frequency of vaso-occlusive crises in adults and pediatric patients aged 16 years and older with SCD. ADAKVEO®, administered by intravenous infusion every four weeks, is a humanized IgG2k monoclonal antibody that binds to P-selectin. In December 2023, Casgevy, a CRISPR-based gene editing therapy from Vertex Pharmaceuticals and CRISPR Therapeutics was approved for marketing by the FDA, and a second treatment using conventional gene therapy, Genetix Biotherapeutics' (formarly known as Bluebird Bio) lentiviral therapy, Lyfgenia, also has been approved for marketing by the FDA. If we and NIT and our distributors are unable to compete effectively or successfully position Endari® as a complement to alternative therapies, Endari® sales and sales royalties and our results of operation may suffer, which could have a material, adverse effect on our financial condition. Endari® also faces competition from hydroxyurea, ANI Pharmaceuticals, Inc.'s L-Glutamine Oral Powder generic version of Endari® and other potential generic version of Endari®, and from non-prescription grade L-glutamine supplements. Non-prescription grade L-glutamine is manufactured in large quantities, primarily by a few large chemical companies, and processed and sold as a nutritional supplement. The sale of generic prescription-grade or non-prescription grade L-glutamine products or non-prescription grade L-glutamine nutritional supplements at prices lower than the prices that we charge for Endari® could have a material adverse effect on our future sales and net revenues and our results of operations and financial condition.

If we or NIT are unable to achieve and maintain adequate levels of coverage and reimbursement for Endari®, on reasonable pricing terms, its commercial success may be severely hindered.

Sales of Endari® depend on the availability of adequate coverage and reimbursement from third-party payors and governmental healthcare programs, such as Medicare and Medicaid in the U.S. and government payors in the MENA region. Patients who are prescribed medicine for the treatment of their conditions generally rely on third-party payors to reimburse all or a significant part of the costs associated with their prescription drugs. Coverage determination depends on financial, clinical and economic outcomes that often disfavors new drug products when more established or lower cost therapeutic alternatives are already available or subsequently become available. Although Endari® currently is reimbursable by the Centers for Medicare and Medicaid Services, and every state provides coverage for Endari® for outpatient prescriptions to all eligible Medicaid enrollees within their state Medicaid programs, NIT may not be able to maintain Medicare and Medicaid coverage for Endari® and the reimbursement amounts are subject to change and may not be adequate and may require higher co-payments that patients find unacceptable. The Company also has negotiated reimbursement rates for Endari® in the MENA region which are comparable to Medicare and Medicaid reimbursement rates. Patients are unlikely to use Endari® unless reimbursement is adequate to cover a significant portion of the cost of Endari®. Future coverage and reimbursement rates will likely be subject to increased scrutiny from payors in the U.S. and perhaps government payors in the MENA region. Third-party coverage and reimbursement for Endari® may cease to be available or to be adequate, which could have a material adverse effect on our business, results of operations, financial condition, and prospects.

The market for Endari® also depends on access to third-party payors' drug formularies, which are lists of medications for which third-party payors provide coverage and reimbursement. The competition in the industry to be included in such formularies may lead to downward pricing pressure on us. Also, third-party payors may refuse to include Endari® in their formularies or otherwise restrict patient access to Endari® if a less costly generic equivalent or other alternative treatment is available. In this regard, Medicare and Medicaid reimbursement rate for branded products such as Endari® are subject to decrease to the cost of comparable generic versions of the products such as ANI's L-Glutamine Oral Powder or other generic versions of Endari®. The introduction of ANI's generic product has adversely affected Endari® sales in the U.S. and is likely to adversely affect the reimbursement rates that Medicare, Medicaid and third-party payors are willing to pay for Endari®, which could have a material, adverse effect on future sales of Endari® by NIT and our results of operations. It is also possible that ANI or other generic maker will seek to introduce generic versions of Endari® in the MENA region.

Sales of Endari® in the MENA region are subject to lengthy reimbursement terms compared to U.S. sales, and management expects that our accounts receivable aging will be adversely affected by such terms as sales in the MENA region increase compared to our historical experience.

The majority of Endari® sales are to a few customers and the loss of a customer could adversely affect our results of operations.

We sell, and NIT intends to continue to sell, Endari® to specialty distributors and specialty pharmacies which, in turn, resell Endari® to pharmacies, hospitals and other customers. Four of our distributors accounted for approximately 62% of Endari® sales in the year ended December 31, 2025. The loss of any of these distributors or a material reduction in their Endari® purchases could have a material adverse effect on our business, results of operations, financial condition and prospects.

In addition, the distribution network for pharmaceutical products in the U.S. has undergone, and may continue to undergo, significant consolidation marked by mergers and acquisitions. As a result, a smaller number of large distributors control a significant share of the market, which has increased, and may continue to increase, competitive and pricing pressures on pharmaceutical products. There is no assurance that we can manage these pricing pressures or that specialty distributor and specialty pharmacy purchases will not fluctuate unexpectedly from period to period.

The market exclusivity for Endari® for SCD in the U.S. expired in July 2024 and Endari® has no or limited market exclusivity in the MENA region, which lack of exclusivity could adversely affect our Endari® sales and results of operations in the U.S. and in the MENA region.

The exclusivity protections that protect Endari® for use for SCD are limited in ways that may affect our ability to effectively exclude third parties from competing against us. In particular:

- Orphan Drug market exclusivity protection for Endari® for SCD expired in the U.S. on July 7, 2024 and Endari® faces competition from less expensive generic versions of PGLG; and
- we do not have intellectual property protection nor orphan drug designation or data exclusivity in key markets for Endari® in the MENA region, which could adversely affect the commercial success of Endari® in the region.

These limitations and any reductions in our expected protection, including other products that could be approved by FDA under the Orphan Drug Act, may subject Endari® to greater competition than we expect and could adversely affect our ability and the ability of NIT to generate revenue from Endari®, perhaps materially. These circumstances may also impair our ability to obtain license partners or other international commercialization opportunities on terms acceptable to us, if at all.

Many of our potential customers are in markets with underdeveloped health care systems.

Our only product, Endari®, is a prescription-grade L-glutamine, or PGLG, oral powder treatment for sickle cell anemia and sickle ß0-thalassemia, two of the most common forms of SCD. SCD is a genetic blood disorder that affects 20 million to 25 million people worldwide and occurs primarily among those whose ancestors are from regions including sub-Saharan Africa, South America, the Caribbean, Central America, the Middle East, India and Mediterranean regions such as Turkey, Greece and Italy. Thus, while SCD affects people throughout the world, the prevalence of SCD is higher in certain geographies, such as central and sub-Saharan Africa and the Caribbean, that currently have underdeveloped health care systems or significantly lower rates of health insurance coverage and incidence of these conditions in the United States is relatively low. Furthermore, many potential patients in many of these geographies are low-income and may be unable to afford Endari®. These factors may ultimately limit our addressable market. Our ability to achieve and sustain profitability may be adversely impacted if we are unable to access markets with greater prevalence of SCD or reach enough SCD patients in geographies with more well-developed health care systems.

A variety of risks associated with marketing Endari® internationally could hurt our business.

We are seeking regulatory approval for Endari® for SCD in the Kingdom of Saudi Arabia, or KSA, but may not be successful. For example, in May 2019, we announced that the European Medicines Agency's, EMA's, Committee for Medicinal Products for Human Use, or CHMP, had adopted a negative opinion regarding our application for marketing authorization, or MAA, based upon the CHMP's position that our main clinical study did not conclusively support the efficacy of the treatment in SCD patients. In light of the CHMP's opinion, we withdrew our MAA in September 2019. There is no assurance that we will be successful in obtaining marketing authorization in the KSA or other jurisdictions outside the U.S. If we obtain marketing authorization, we expect that we will be subject to additional risks related to operating in foreign countries including:

- differing regulatory requirements in foreign countries such as lack of orphan designation or other market exclusivity and unregulated competition from generic L-glutamine products or nutritional supplements;

- the potential for legal or illegal parallel importing (*i.e.*, when a local seller, faced with high or higher local prices, opts to import goods from a foreign market with low or lower prices rather than buying them locally);
- unexpected changes in tariffs, trade barriers, price and exchange controls and other regulatory requirements;
- economic weakness, including inflation or political instability in particular foreign markets;
- compliance with tax, employment, immigration and labor laws for employees living or traveling abroad;
- foreign taxes, including withholding of payroll taxes;
- foreign currency fluctuations, which could result in increased operating expenses and reduced revenues, and other obligations related to doing business in another country;
- difficulties staffing and managing foreign operations;
- workforce uncertainty in countries where labor unrest is more common than in the U.S.;
- potential liability under the U.S. Foreign Corrupt Practices Act or comparable foreign regulations;
- challenges enforcing our contractual and intellectual property rights, especially in foreign countries that do not respect and protect intellectual property rights to the same extent as the U.S.; and
- production shortages resulting from any events affecting raw material supply or manufacturing capabilities abroad.

These and other risks associated with international operations may compromise our ability to achieve or maintain profitability.

Our business may be adversely impacted by the consequences of the war with Iran.

The United States and Israel recently undertook attacks on Iran which has triggered attacks by Iran on U.S. and Israeli assets and on civilian targets in neighboring nations in the MENA region. The duration and intensity of this conflict and its potential impact on our business or operations in the region is uncertain, but it is possible that our regional business and operations could be adversely affected by the ongoing hostilities.

We may not be able to anticipate the demand for and appropriate supply of Endari®.

We monitor our distributors' inventories of Endari® using a combination of methods. However, our estimates of distributor inventories may differ significantly from actual inventory levels. Significant differences between actual and our estimated inventory levels may result in excessive production (requiring us to hold substantial quantities of unsold inventory which may result in the establishment of inventory reserves or actual write offs of expired inventory), inadequate supplies of products in distribution channels, insufficient product available at the retail level, and unexpected increases or decreases in orders from our specialty distributors. These changes may cause our revenues to fluctuate significantly from quarter to quarter, and in some cases may cause our operating results for a quarter to be below our expectations or the expectations of securities analysts or investors. In addition, historically we have offered price discounts to our customers in advance of Endari® price increases or as an incentive for bulk or advance orders of Endari®. Such discounts may have resulted in specialty distributor purchases exceeding current demand, resulting in reduced specialty distributor purchases in later periods and substantial fluctuations in our results of operations from period to period. If our financial results are below analysts' or investors' expectations or cannot be reliably estimated, the market price of our common stock may be adversely affected.

If the single manufacturer of prescription-grade L-glutamine or, as has happened in the past the single packager upon which we rely for our finished goods inventory of Endari®, fails to produce in the volumes and quality that we require on a timely basis or fails to comply with stringent regulations applicable to pharmaceutical manufacturers, we may face interruptions in sales of, or be unable to meet demand for, Endari®, including our obligation to supply Endari® to NIT under the exclusive supply agreement, and may lose potential revenues.

We do not currently have our own manufacturing capabilities and depend upon a single Japanese supplier, Ajinomoto Aminoscience, LLC, or Ajinomoto, for commercial supplies of Endari®. We intend to continue to rely on Ajinomoto to produce our PGLG, but we have not entered into, and may not be able to establish, long-term supply agreements with this key supplier on acceptable terms. If Ajinomoto were to experience any manufacturing or production difficulties producing PGLG, or we were unable to purchase sufficient quantities of PGLG on acceptable terms, it could interrupt sales of Endari®

and our supply of Endari® to NIT under the exclusive supply agreement and have a material, adverse effect on our results of operations and financial condition.

We also rely upon a single packager of Endari®, with which we have no firm commitment to continue its services. The packager repeatedly delayed the scheduled packaging of Endari® beginning in December 2023, which resulted in a severe shortage of finished goods inventory and materially, adversely affected our Endari® sales in 2024. Although we believe we have sufficient finished goods inventory on hand, we are seeking a new source of packaging to avoid similar problems in the future. There is no assurance that we can retain suitable packaging sources or, if we do, that we will not experience delays in the production of finished goods or future shortages of Endari®.

In addition, all manufacturers, packagers, distributors and suppliers of pharmaceutical products must comply with applicable cGMP regulations for the manufacture of pharmaceutical products, which are enforced by the FDA through its facilities inspection program. If our manufacturers and key suppliers are not in compliance with cGMP requirements, it may result in a delay of approval for products undergoing regulatory review or the inability to meet market demands for any approved products, particularly if these sites supply single source ingredients required for the manufacture of any potential product. Furthermore, each manufacturing facility used to manufacture drug or biological products is subject to FDA inspection and must meet cGMP requirements. As a result, if one of the manufacturers that we rely on shifts production from one facility to another, the new facility must undergo a preapproval inspection and, for biological products, must be licensed by regulatory authorities prior to being used for commercial supply. A failure to comply with any applicable manufacturing requirements, including cGMP requirements, could delay or prevent the promotion, marketing or sale of our products. If the FDA or any other applicable regulatory authorities do not approve the facilities for the manufacture of Endari® or if they withdraw any such approval in the future, we may need to find alternative manufacturing facilities, which would significantly impact our ability to commercially supply Endari® to NIT under the exclusive supply agreement or to our distributors in the MENA region.

If the safety of any quantities supplied is compromised due to a third-party manufacturer's failure to comply with or adhere to applicable laws or for other reasons, we may be liable for injuries suffered by patients who have taken such products and we may not be able to obtain regulatory approval for or successfully commercialize our products.

Endari® may cause undesirable side effects or have other unexpected properties that could result in post-approval regulatory action.

The most common side effects seen with Endari® included constipation, nausea, headache, pain in the stomach area, cough, pain in the hands or feet, back pain, and chest pain. If we or others identify previously unknown undesirable side effects, or other previously unknown problems, caused by Endari® or other products with the same or related active ingredients, a number of potentially significant negative consequences could result, including:

- regulatory authorities may withdraw their approval of Endari®;
- we may need to recall Endari®;
- we may need to add warnings or narrow the indication in the product label or to create a Medication Guide outlining the risks of such side effects for distribution to patients;
- we may be required to change the way Endari® is administered or modify Endari® in some other way;
- the FDA may require us to conduct additional clinical trials or costly post-marketing testing and surveillance to monitor the safety or efficacy of the product;
- we could be sued and held liable for harm caused to patients; and
- our reputation may suffer.

Any of the above events resulting from undesirable side effects or other previously unknown problems could prevent us from achieving or maintaining market acceptance of Endari® and could substantially increase the costs of commercializing Endari®.

We face potential product liability exposure relating to Endari® and, if successful claims are brought against us, we may incur substantial liability if our insurance coverage for those claims is inadequate.

The commercial use of Endari® will expose us to the risk of product liability claims despite the fact it is approved for commercial sale by the FDA and manufactured in facilities licensed and regulated by the FDA. Any side effects,

manufacturing defects, misuse or abuse associated with Endari® could result in injury to a patient or even death and product liability claims against us. In addition, a liability claim may be brought against us even if Endari® merely appears to have caused an injury. Product liability claims may be brought against us by consumers, health care providers, pharmaceutical companies or others selling or otherwise coming into contact with Endari® and we could incur substantial liabilities.

In addition, regardless of merit or eventual outcome, product liability claims may result in:

- decreased demand for Endari®;
- impairment of our business reputation;
- recall or withdrawal of Endari® from the market;
- costs related to litigation;
- distraction of management's attention from our business;
- substantial monetary awards to patients or other claimants; or
- loss of revenues.

We maintain product liability insurance coverage and carry commercial excess and umbrella coverage, but our insurance coverage may not be sufficient to cover product liability related expenses or losses or cover us for any consequential expenses or losses we may suffer. We may not be able to continue to maintain insurance coverage at a reasonable cost, in sufficient amounts or upon adequate terms to protect us against losses due to product liability. Large judgments have been awarded in class action or individual lawsuits based on drugs that had unanticipated side effects, including side effects that are less severe than those of Endari®. Successful product liability claims against us could cause the value of our common stock to decline and, if judgments exceed our insurance coverage, reduce our cash and have a material adverse effect on our business, results of operations, financial condition and prospects.

Our business and operations may be adversely affected by information technology ("IT") system failures or cybersecurity or data breaches.

We rely on IT networks and systems, including those of third-party service providers, to collect, process, store and transmit confidential information including, but not limited to, personal information and intellectual property for a variety of functions including, but not limited to, conducting clinical trials, financial reporting, data and inventory management. We also outsource certain services, including recruiting services, call center services, contract sales organization services and other ancillary services relating to the commercial marketing and sale of Endari® in the U.S., as well as significant elements of our IT security systems, as a result, our service providers have access to our confidential information.

Despite the implementation of security measures and recovery plans, our network and information systems and those of third-party service providers may be vulnerable to damage from computer viruses, cyberattacks, physical or electronic break-ins, service disruptions, and security breaches from inadvertent or intentional actions by our employees or vendors, or from attacks by malicious third parties. While we have not experienced any such system failure or security breach to date, if such an event were to occur, our operations may be disrupted, and we may suffer from economic loss, reputational harm, regulatory actions or other legal proceedings. Further, such breaches and other inappropriate access can be difficult to detect, and any delay in identifying them may lead to increased risks of the actions described above. We expect that risks and exposures related to cybersecurity breaches will remain high for the foreseeable future due to the rapidly evolving nature and sophistication of these threats.

We have identified material weaknesses in our internal controls over financial reporting and governance matters.

We have experienced historical material weaknesses in our internal controls over financial reporting and governance matters, and in connection with the preparation of this Annual Report, our management concluded that there continue to be material weaknesses in our disclosure controls and procedures as described in more detail in Part II – Item 9A "Controls and Procedures" in this Annual Report. We cannot guarantee when our disclosure controls and procedures will be fully effective or that we will not identify other material weaknesses in the future. Any material weaknesses in our internal control over financial reporting and governance matters could result in errors in our consolidated financial statements or misappropriation of assets, which could erode market confidence in our company, adversely affect the market price of our common stock and, in egregious circumstances, result in possible securities law claims based upon such financial statements.

Risks Related to Our Intellectual Property

We may not be able to obtain and enforce intellectual property rights that cover our commercial activities or are sufficient to prevent third parties from competing against us.

We rely on trade secrets, including unpatented know-how, technology and other proprietary information, in our business. We seek to protect our trade secrets, in part, by entering into non-disclosure and confidentiality agreements with parties who have access to them, such as our employees, corporate collaborators, outside scientific collaborators, contract manufacturers, consultants, advisors and other third parties. Despite these efforts, any of these parties may breach the agreements and disclose our proprietary information, including our trade secrets, and remedies thereunder may not be adequate. Enforcing a claim that a party illegally disclosed or misappropriated a trade secret is difficult, expensive and time consuming, and the outcome is unpredictable. Some courts inside and outside the U.S. are less willing or unwilling to protect trade secrets. In addition, if any of our trade secrets were to be lawfully obtained or independently developed by a competitor, we would have no right to prevent them, or those to whom they communicate it, from using that technology or information to compete with us.

Although we expect all our employees to assign their inventions to us, and all our employees, consultants, advisors and any third parties who have access to our proprietary know-how, information or technology to enter into confidential information and invention agreements, we cannot provide any assurances that all such agreements have been duly executed or will be enforceable.

We will depend on licenses of certain patents for the resumption of development of some of our product candidates. If any of these licenses terminate, or if any of the licensed patents is successfully challenged, we may be unable to continue the development of the affected product candidates.

Our ability to develop certain product candidates will depend on an exclusive license we have obtained to patents that claim the use of Kainos's KM10544 IRAK4 inhibitor to treat cancers. The license could be terminated if we fail to satisfy our obligations under the license. In the event any claims in the patents that we have been licensed are challenged, the court or patent authority could determine that such patent claims are invalid or unenforceable or not sufficiently broad in scope to protect our proprietary rights. As the licensee of such patents, our ability to participate in the defense or enforcement of such patents could be limited.

Risks Related to Regulatory Oversight of Our Business and Compliance with Law

Endari® is subject to ongoing and continued regulatory review, compliance with which may result in significant expense and limit our ability to commercialize Endari®.

We and NIT are subject to ongoing FDA obligations and continued regulatory review with respect to the manufacturing, processing, labeling, packaging, distribution, adverse event reporting, storage, advertising, promotion and recordkeeping for Endari®. These requirements include submission of safety and other post-marketing information and reports, as well as continued compliance with good clinical practices and good laboratory practices or cGMPs. In addition, our product advertising and promotion are subject to regulatory requirements and continuing regulatory review. The FDA strictly regulates the promotional claims that may be made about prescription drug products. In particular, a drug product may not be promoted for uses that are not approved by the FDA as reflected in the product's approved labeling, although the FDA does not regulate the prescribing practices of physicians.

Manufacturers of drug products and their facilities are subject to continual review and periodic inspections by the FDA and other regulatory authorities for compliance with cGMP regulations. If we or a regulatory agency discovers previously unknown problems with a product, such as adverse events of unanticipated severity or frequency, or problems with the facility where, or processes by which, the product is manufactured, a regulatory agency may impose restrictions on that product, the manufacturer or us, including requiring product recall, notice to physicians, withdrawal of the product from the market or suspension of manufacturing.

The FDA's regulations, policies or guidance may change, and new or additional statutes or government regulations may be enacted that could further restrict or regulate post-approval activities relating to our commercialization of Endari®. We cannot predict the likelihood, nature or extent of adverse government regulation that may arise from future legislation or administrative action. If we are not able to achieve and maintain regulatory compliance, we may not be permitted to market Endari®, which would adversely affect our ability to generate revenue and achieve or maintain profitability.

We are subject to numerous complex regulations and failure to comply with these regulations, or the cost of compliance with these regulations, may harm our business.

The research, testing, development, manufacturing, quality control, approval, labeling, packaging, storage, recordkeeping, promotion, advertising, marketing, distribution, possession and use of Endari® are subject to regulation by numerous governmental authorities in the U.S. The FDA regulates drugs under the Federal Food, Drug and Cosmetic Act and implementing regulations. Noncompliance with any applicable regulatory requirements can result in refusal to approve products for marketing, warning letters, product recalls or seizure of products, total or partial suspension of production, prohibitions or limitations on the commercial sale of products or refusal to allow the entering into of federal and state supply contracts, fines, civil penalties and/or criminal prosecution. Additionally, the FDA and comparable governmental authorities have the authority to withdraw product approvals that have been previously granted. Moreover, the regulatory requirements relating to Endari® may change from time to time, and it is impossible to predict what the impact of any such changes may be.

Health care reform measures and changes in policies, funding, staffing and leadership at the FDA and other agencies could hinder or prevent the commercial success of Endari®.

In the U.S., legislative and regulatory changes to the healthcare system could affect our future results of operations and the future results of operations of our potential customers.

Additionally, individual states have become increasingly aggressive in passing legislation and implementing regulations designed to control pharmaceutical product pricing, including price or patient reimbursement constraints, discounts, restrictions on certain product access, and marketing cost disclosure and transparency measures, and encourage importation from other countries and bulk purchasing. Legally mandated price controls on payment amounts by third-party payors or other restrictions could harm out business, results of operations, financial condition and prospects.

In addition, regional healthcare authorities and individual hospitals are increasingly using bidding procedures to determine what pharmaceutical products and which suppliers will be included in their prescription drug and other healthcare programs. This may reduce demand for Endari® or put pressure on Endari® pricing, which could negatively affect our business, results of operations, financial condition and prospects.

If we fail to comply with federal and state healthcare laws, including fraud and abuse and health information privacy and security laws, we could face substantial penalties and our business, results of operations, financial condition and prospects could be adversely affected.

As a pharmaceutical company, even though we do not and will not control referrals of healthcare services or bill directly to Medicare, Medicaid or other third-party payors, certain federal and state healthcare laws and regulations pertaining to fraud and abuse and patients' rights are and will be applicable to our business. We and our distributors could be subject to healthcare fraud and abuse and patient privacy regulation by both the federal government and the states in which we conduct our business. The laws that may affect our ability to operate include:

- the federal Anti-Kickback Statute, which constrains out marketing practices, educational programs, pricing policies, and relationships with healthcare providers or other entities, by prohibiting, among other things, soliciting, receiving, offering or paying remuneration, directly or indirectly, to induce, or in return for, either the referral of an individual or the purchase or recommendation of an item or service reimbursable under a federal healthcare program, such as the Medicare and Medicaid programs;
- federal civil and criminal false claims laws and civil monetary penalty laws, which prohibit, among other things, individuals or entities from knowingly presenting, or causing to be presented, false or fraudulent claims for payment from Medicare, Medicaid, or other third-party payors;
- the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), which created new federal criminal statutes that prohibit executing a scheme to defraud any healthcare benefit program or making false statements relating to healthcare matters;
- HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), and its implementing regulations, which imposes certain requirements relating to the privacy, security and transmission of individually identifiable health information; and
- state law equivalents of each of the above federal laws, such as anti-kickback and false claims laws which may apply to items or services reimbursed by any third-party payor, including commercial insurers, and state laws

governing the privacy and security of health information in certain circumstances, many of which differ from each other in significant ways and often are not preempted by HIPAA, thus complicating compliance efforts.

Because of the breadth of these laws and the narrowness of the statutory exceptions and safe harbors available under the U.S. federal Anti-Kickback Statute, it is possible that some of our business activities could be subject to challenge under one or more of such laws. If we or our operations are found to be in violation of any of the laws described above or any other governmental regulations that apply to us, we may be subject to penalties, including civil and criminal penalties, damages, fines, exclusion from participation in U.S. federal or state health care programs, and the curtailment or restructuring of our operations. Any penalties, damages, fines, curtailment or restructuring of our operations could materially adversely affect our ability to operate our business and our financial results.

The FDA provides guidelines with respect to appropriate promotion and continuing medical and health education activities. Although we endeavor to follow these guidelines, the FDA or the Office of the Inspector General: U.S. Department of Health and Human Services may disagree, and we may be subject to significant liability, including civil and administrative remedies as well as criminal sanctions. In addition, management's attention could be diverted, and our reputation could be damaged.

Although compliance programs can mitigate the risk of investigation and prosecution for violations of these laws, the risks cannot be eliminated entirely. Any action against us for violation of these laws, even if we successfully defend against it, could cause us to incur significant legal expenses and divert our management's attention from the operation of our business. Moreover, achieving and sustaining compliance with applicable federal and state privacy, security and fraud laws may prove costly.

Risks Related to Our Securities

We have been delinquent in our past SEC reporting obligations, and if we fail to timely file our future SEC reports, our security holders and prospective investors will not have current information regarding our financial statements and status of our business and operations and our common stock may no longer be eligible for quotation on the OTC Markets Group, Inc.

We were unable to timely file with the SEC our Annual Report for 2023 due to the complex accounting for the disposition of our former equity interest in EJ Holdings. Due to the delay in filing the Annual Report, we also were unable to timely file our Quarterly Reports on Form 10-Q for the quarters ended March 31, 2024 and June 30, 2024. Prior to that time, we also were unable to timely file with the SEC our Annual Reports on Form 10-K for the years ended December 31, 2019 and December 31, 2020 and our Quarterly Reports on Form 10-Q for 2020 or our Quarterly Report for the quarter ended March 31, 2021. Our failure to timely file our periodic SEC reports adversely affects the ability of our security holders and prospective investors to have current information regarding our financial statements and status of our business and operations and is likely to have adversely affected the liquidity and trading prices of our common stock. Under applicable rules of the Financial Industry Regulatory Authority, or FINRA, our failure to timely our periodic reports with the SEC may result in the disqualification of our common stock for quotation on the OTC Markets Group, Inc. In such event, there may be no established trading market for our common stock unless and until we comply with our SEC reporting obligations and our common stock once again becomes eligible for quotation on the OTC Markets Group, Inc. or is listed on a national securities exchange.

We have experienced, and may continue to experience, significant volatility in our stock price.

The trading price for our common stock has historically been volatile and traded at higher or lower prices that are seemingly uncorrelated with our results of operations, financial condition or prospects. Between January 1, 2025 and December 31, 2025, the closing sale price of our common stock as reported on the OTC Markets Group, Inc. ranged from a low of $0.0085 to a high of $0.047 and may continue to exhibit volatility. Factors such as the following may affect the volatility in our stock price:

- our quarterly operating results;
- marketing approvals or disapprovals or other developments regarding Endari® or competing products;
- announcements of regulatory developments or technological innovations by us or our competitors;
- changes in our relationship with our vendors, distributors or other strategic partners; and
- government regulation of drug pricing.

We may be particularly vulnerable to volatility caused by these conditions or events, as we have only a single product and no ongoing product development efforts and thin trading volume in our common stock.

Trading on the OTC Markets is volatile and sporadic, which could depress the market price of our common stock and make it difficult for our investors and stockholders to resell their common stock.

Public quotations for our common stock are available on the OTCQB tier of the OTC Markets. Trading in securities quoted on the OTC Markets is often thin and characterized by wide fluctuations in trading prices due to many factors, some of which may have little to do with our operations or business prospects. This volatility could depress the market price of our common stock for reasons unrelated to our business or operating performance. Moreover, the OTC Markets is not a stock exchange, and trading of securities on the OTC Markets is often more sporadic than the trading of securities listed on a quotation system such as The Nasdaq Capital Market or a stock exchange like the NYSE American. These factors may result in investors having difficulty purchasing and reselling shares of our common stock.

Our outstanding convertible promissory notes may result in dilution to our stockholders.

As of December 31, 2025, we also had outstanding approximately $9.3 million principal amount of convertible promissory notes which are convertible into shares of our common stock at a conversion price of $0.01 per share, subject to possible future reductions on a quarterly basis in the event the prevailing trading price of our common stock is less than the then-conversion price. The anti-dilution adjustments of our outstanding warrants would be triggered by future issuances by us of shares of our common stock upon conversion of the convertible promissory notes, or otherwise, at a price per share below the then-exercise price of such warrants, which adjustments would have a further dilutive effect on our stockholders.

Stockholders may experience future dilution from future financings.

To raise additional capital in the future we may sell and issue additional shares of our common stock or securities convertible into or exchangeable for our common stock, which sales would have a dilutive effect on the percentage ownership of our existing stockholders.

A substantial number of shares of common stock may be sold in the market, which may depress the market price for our common stock.

Sales of a substantial number of shares of our common stock in the public market, or the possibility of such sales upon the exercise or conversion of our outstanding warrants or convertible promissory notes, could cause the market price of our common stock to decline or serve to depress the market price of our common stock. A substantial majority of the outstanding shares of our common stock are, and the shares of common stock issuable upon the exercise of our outstanding warrants and other convertible securities or shares which may be sold in future offerings by us will be, freely tradable without restriction or further registration under the Securities Act.

Our common stock is not traded on a national securities exchange, which may adversely affect our ability to raise needed financing.

The OTC Markets is not a national securities exchange within the meaning of federal and state securities laws, so our common stock is not eligible for the exemption from state securities, or "blue sky," laws for "covered securities" within the meaning of the National Securities Markets Improvement Act of 1996, which may adversely affect our ability to sell our securities to raise needed financing and increase transactions costs of such financing.

As long as our common stock is quoted on the OTC Markets, our stockholders may face significant restrictions on the resale of our common stock due to state "blue sky" laws.

Each state has its own securities laws, often called "blue sky" laws, which limit sales of securities to a state's residents, unless the securities are registered in that state or qualify for an exemption from registration and govern the reporting requirements for broker-dealers doing business directly or indirectly in the state. Before a security is sold in a state, there must be a registration in place to cover the transaction, or the transaction must be exempt from registration. The applicable broker must also be registered in that state. As long as our common stock is quoted on the OTCQB, a determination regarding registration will be made by those broker-dealers, if any, who agree to serve as market-makers for our common stock. There may be significant state blue sky law restrictions on the ability of investors to sell, and on purchasers to buy, our common stock. You should therefore consider the resale market for our common stock warrants to be limited, as you may be unable to resell your common stock without the significant expense of state registration or qualification.

We may issue preferred stock in the future, and the terms of the preferred stock may reduce the value of our common stock.

We are authorized to issue up to 15,000,000 shares of preferred stock in one or more series. Our board of directors may determine the terms of future preferred stock offerings without further action by our stockholders. If we issue preferred stock, it could affect your rights or reduce the value of our outstanding common stock. Specific rights granted to future holders of preferred stock may include voting rights, preferences as to dividends and liquidation, conversion and redemption rights, sinking fund provisions, and restrictions on our ability to merge with or sell our assets to a third party.

ITEM 1B. UNRESOLVED STAFF COMMENTS

Not applicable.

ITEM 1C. CYBERSECURITY

Risk Management and Strategy

We periodically assess risks from cybersecurity threats; monitor our information systems for potential vulnerabilities; and test those systems pursuant to our cybersecurity processes, and practices as part of our overall risk management program. To protect our information systems from cybersecurity threats, we use various security tools that are designed to help identify, escalate, investigate, resolve, and recover from security incidents in a timely manner. Our senior management, in consultation with our third-party information technology, or IT, vendor assesses risks based on probability and potential impact to our business and information systems and processes. Any identified risks that are considered high are monitored and tracked as part of our overall risk management program overseen by our board of directors.

We collaborate with our third-party IT vendor to assess the effectiveness of our cybersecurity prevention and response systems and processes and have not had a need to utilize cybersecurity assessors, consultants or other external cybersecurity experts to assist in the identification, verification, and validation of cybersecurity risks or to support any necessary mitigation plans.

Neither cybersecurity incidents nor cybersecurity threats have materially affected our company, including our business strategy, results of operations, or financial condition. We are not aware of any cybersecurity threats that are reasonably likely to materially affect our company. Refer to the risk factor captioned "*Our business and operations may be adversely affected by information technology ("IT") system failures or cybersecurity or data breaches"* in Part I, Item 1A. "Risk Factors" for additional description of cybersecurity risks and potential related impacts on our Company.

Governance

Our board of directors oversees our risk management process, including as it pertains to cybersecurity risks.

We take a risk-based approach to cybersecurity and have implemented cybersecurity policies and measures in collaboration with our IT vendor that are designed to address cybersecurity threats and incidents. Our IT vendor with oversight from our Chief Executive Officer, Mr. Lee, is currently responsible for the establishment and maintenance of our cybersecurity program, as well as the assessment and management of cybersecurity risks. Our IT vendor has over 25 years of experience in information security and possesses the requisite expertise and experience expected of such an individual given our company's risk profile.

Mr. Lee provides periodic updates on any cybersecurity incidents and threats to our Board of Directors and to the Audit Committee of our board of directors as such incidents may arise.

ITEM 2. PROPERTIES

We lease 4,639 square feet of office space for our headquarters in Torrance, California, at a base rental of $18,556 per month pursuant to lease, as amended, which will expire on April 1, 2030. In connection with an amendment to the lease effective on April 2, 2025, we recognized $0.9 million gain on lease modification included in the consolidated statement of operations for the year ended December 31, 2025. We also lease 1,163 square feet of office space in Dubai, UAE, which lease will expire on June 19, 2026. Rent expense for the years ended December 31, 2025 and 2024 was approximately $0.5 million and $1.1 million, respectively.

We believe our existing facilities are adequate for our current and planned future operations, and we expect to be able to renew the leases on commercially reasonable terms.

ITEM 3. LEGAL PROCEEDINGS

None.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON STOCK, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Market Information

Public quotations for our common stock were available on the OTCQX tier of the OTC Markets until June 11, 2024, when our common stock was relegated to the Pink tier of the OTC Markets for failure to timely file this Annual Report. On or about October 18, 2024, public quotations for our common stock became available on the OTCQB tier of the OTC Markets. The ticker symbol for our common stock is "EMMA." The information reported on the OTC Markets reflect inter-dealer prices, without retail mark-up, mark-down or commission and do not necessarily represent actual transactions.

Holders

As of March 15, 2026, we had approximately 395 stockholders of record.

Dividends

We have never paid cash dividends on our common stock and do not expect to do so in the foreseeable future. The decision whether to pay cash dividends on our common stock will be made by our board of directors in its discretion and will depend on our financial condition, operating results, capital requirements, our ability to satisfy the requirements for paying dividends under the Delaware General Corporation Law and restrictive covenants under our outstanding indebtedness and other factors that the board of directors considers relevant.

Securities Authorized for Issuance under Equity Compensation Plans

The following table provides information as of December 31, 2025, regarding compensation plans, including any individual compensation arrangements, under which our equity securities are authorized for issuance:

Plan Category	Number of Securities to be issued upon exercise of outstanding options, warrants and rights	Weighted-average exercise price of outstanding options, warrants and rights	Number of securities remaining available for future issuance under equity compensation plans
Equity compensation plans approved by security holders	4,000,000	$ 1.70	880,000
Equity compensation plans not approved by security holders	1,000,000	$ 0.49	—

Recent Sales of Unregistered Securities

None.

Additional Information

Copies of our annual reports, quarterly reports, current reports, and any amendments to those reports are available free of charge on the Internet at www.sec.gov and on our website at www.emmausmedical.com. Such reports are not part of this Annual Report or incorporated by reference herein. All statements made in any of our reports, including all forward-looking statements, are made as of the date of such reports and we do not assume or undertake any obligation to update any of those statements or documents, except as required by law.

ITEM 6. SELECTED FINANCIAL DATA

Not required for a smaller reporting company.

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Forward-Looking Statements

The following discussion of our financial condition and results of operations should be read in conjunction with our financial statements and the related notes, and the other financial information included in this Annual Report. This discussion contains forward-looking statements based upon current expectations that involve risks and uncertainties. Our actual results may differ materially from those anticipated in these forward-looking statements because of various factors, including those set forth under "Risk Factors" or in other parts of this Annual Report.

Company Overview

We are a commercial-stage biopharmaceutical company engaged in the discovery, development, marketing and sale of innovative treatment and therapies, primarily for rare and orphan diseases. Our only product, Endari® (prescription grade L-glutamine oral powder), is approved by the U.S. Food and Drug Administration, or FDA, to reduce the acute complications of sickle cell disease ("SCD") in adult and pediatric patients five years of age and older. Endari® was approved for marketing in the United Arab Emirates, or U.A.E, in Qatar, Kuwait, Bahrain, and Oman. Our application for marketing authorization in the Kingdom of Saudi Arabia, or KSA is pending. While the application is pending, the FDA approval of Endari® can be referenced to allow access to Endari® in the KSA on a named-patient basis. In January 2025, Endari® was afforded market exclusivity in the KSA by the KSA's unified purchasing system which extends to all KSA government institutions, including hospitals under the Ministry of Health, Military Hospitals, the National Guard, the Security Forces, and King Faisal Specialty Hospitals and Research Centers.

Endari® is sold in the U.S. through our nonexclusive distributors and in the Middle East North Africa, or MENA, region through exclusive arrangements with local distributors. In December 2025, we entered into a License and Exclusive Distribution Agreement, or License Agreement, with NeoImmuneTech, Inc., or NIT, pursuant to which we granted NIT, subject to the occurence of the "effective Date" of the License Agreement, an exclusive license to our rights to market, sell, and distribute Endari® and any generic equivalents we may develop in sickle cell disease, or the Field, in the U.S. and its territories and possession and Canada, or the Territory, in exchange for an upfront cash payment, a double digit percentage royalty on NIT's sales of the licensed products and a double digit percentage of any NIT sublicenses of rights to the products. Of the upfront payment, somewhat less than half was paid in cash upon execution of the License Agreement, with the balance payable in cash upon the "Effective Date" of the License Agreement. The upfront cash payment is refundable by us under certain circumstances described in the License Agreement. We agree in the License Agreement to use a portion of the upfront payment payable upon the Effective Date to subscribe to purchase shares of NIT capital stock.

In connection with the License Agreement, we and NIT recently entered into an Exclusive Supply Agreement pursuant to which we agree to supply exclusively to NIT, and NIT agrees, subject to the occurrence of the Effective Date of the License Agreement and certain exceptions, to purchase exclusively from us all NIT's requirements for the Products in the Field in the Territory at a purchase price based upon our cost of production plus a specified double digit percentage margin.

Pending the Effective Date, NIT has hired selected members of our U.S. sales force and we have entered into a sales services agreement under which NIT will render to us sales and marketing services for Endari® in the Field in the Territory in exchange for our payment of quarterly fees in the low-to-mid six figures. We will continue to realize all revenues from sales of the Endari® in the Territory pending the Effective Date.

The Effective Date is subject to NIT's obtaining the necessary regulatory approvals and licensing to sell and distribute the licensed products and other specified conditions, and there is no assurance that the Effective Date will occur. The License Agreement may be terminated by either party if the Effective Date does not occur by the October 1, 2026, subject to certain exceptions, in which case all rights to the licensed products will revert to us. Once the Effective Date occurs, the rights granted to NIT under the License Agreement will become nonexclusive if NIT fails to generate annual minimum sales of the licensed products in the low seven figures. Following the Effective Date, the License Agreement may be terminated by either party in the event of a breach by the other party and other specified events.

Under the License Agreement, each party is entitled to make improvements to the licensed products and to own their respective improvements, subject to the grant of appropriate cross-rights to any such improvements. We retain all rights in the licensed products outside the Field and outside the Territory.

If the Effective Date does not occur, we will consider alternative strategies for marketing and selling Endari® and any generic equivalents we may develop in the U.S. and other markets in the territory. NIT has no experience is marketing brand name or generic pharmaceuticals in the U.S. or elsewhere, and if the Effective Date occurs there is no assurance that it will be able to successfully market and distribute Endari® or other licensed products.

For the foregoing reasons, our historical results of operations are unlikely to be an indication of our future performance.

Endari® is reimbursable by the Centers for Medicare and Medicaid Services, and every state provides coverage for Endari® for outpatient prescriptions to all eligible Medicaid enrollees within their state Medicaid programs. Endari® is also reimbursable by many commercial payors. We have agreements in place with the nation's leading distributors, as well as physician group purchasing organizations and pharmacy benefits managers, making Endari® available at selected retail and specialty pharmacies nationwide which are expected to be assigned and assumed by NIT in connection with the Effective Date of the License Agreement. Following the Effective Date of the License Agreement with NIT, our revenues from U.S. operations will depend upon sales of Endari® to NIT under the exclusive supply agreement and on royalties from NIT's sales of Endari® in the territory.

As of December 31, 2025, our accumulated deficit was $270.1 million, and we had cash and cash equivalents of $2.1 million. Until we can generate sufficient net revenues from Endari® sales or sales royalties, our future cash requirements are expected to be financed through loans from related parties, third-party loans, public or private equity or debt financings or possible corporate collaboration and licensing arrangements. We are unable to predict if or when we will become profitable.

Critical Accounting Estimates and Accounting Policy

Management's discussion and analysis of financial condition and results of operations is based on our financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States ("GAAP"). The preparation of these financial statements requires us to make estimates and judgments that affect the reported amounts of certain assets, liabilities and expenses. On an ongoing basis, we evaluate these estimates and judgments, including those described below. We base our estimates on our historical experience and on various other assumptions that we believe to be reasonable under the present circumstances. These estimates and assumptions form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ materially from these estimates.

While our significant accounting policies are more fully described in Note 2 of the Notes to Financial Statements included in this Annual Report, we believe that the accounting policies discussed below under "Financial Overview" are the most critical to assist you in fully understanding and evaluating our reported financial results and affect the more significant judgments and estimates that we use in the preparation of our financial statements.

Revenues, net

In the period covered by this Annual Report, we realized net revenues primarily from sales of Endari® to our distributors and specialty pharmacy providers. Distributors resell our products to other pharmacy and specialty pharmacy providers, health care providers, hospitals, and clinics. In addition to agreements with these distributors, we have contractual arrangements with specialty pharmacy providers, in-office dispensing providers, physician group purchasing organizations, pharmacy benefits managers and government entities that provide for government-mandated or privately negotiated rebates, chargebacks and discounts with respect to the purchase of our products. These various discounts, rebates, and chargebacks are referred to as "variable consideration." Revenue from product sales is recorded net of variable consideration.

Under ASC 606 *Revenue from Contracts with Customers*, we recognize revenue when its customers obtain control of the our product, which typically occurs on delivery. Revenue is recognized in an amount that reflects the consideration that we expect to receive in exchange for the product, or transaction price. To determine revenue recognition for contracts with customers within the scope of ASC 606, we perform the following 5 steps: (i) identify the contract(s) with a customer; (ii) identify the performance obligations in the contract; (iii) determine the transaction price; (iv) allocate the transaction price to the our performance obligations in the contract; and (v) recognize revenue when (or as) we satisfy the relevant performance obligations.

Revenue from product sales is recorded at the transaction price, net of estimates for variable consideration consisting of sales discounts, returns, government rebates, chargebacks and commercial discounts. Variable consideration is estimated using the expected-value amount method, which is the sum of probability-weighted amounts in a range of possible transaction prices. Actual variable consideration may differ from our estimates. If actual results vary from the estimates, we adjust the variable

consideration in the period such variances become known, which adjustments are reflected in net revenues in that period. The following are our significant categories of variable consideration:

Sales Discounts: We afford our customers prompt payment discounts and additional discounts to encourage bulk orders to generate needed working capital.

Product Returns: We offer our distributors a right to return product principally based upon (i) overstocks, (ii) inactive product or non-moving product due to market conditions, and (iii) expired product. Product return allowances are estimated and recorded at the time of sale.

Government Rebates: We are subject to discount obligations under state Medicaid programs and the Medicare Part D prescription drug coverage gap program. We estimate Medicaid and Medicare Part D prescription drug coverage gap rebates based upon a range of possible outcomes that are probability-weighted for the estimated payor mix. These reserves are recorded in the same period the related revenues are recognized, resulting in a reduction of product revenues and the establishment of a current liability that is included as accounts payable and accrued expenses on our balance sheet. Our liability for these rebates consists primarily of estimates of claims expected to be received in future periods related to recognized revenues.

Chargebacks and Discounts: Chargebacks for fees and discounts represent the estimated obligations resulting from contractual commitments to sell products to certain specialty pharmacy providers, in-office dispensing providers, group purchasing organizations, and government entities at prices lower than the list prices charged to distributors. The distributors charge us for the difference between what they pay for the products and our contracted selling price to these specialty pharmacy providers, in-office dispensing providers, group purchasing organizations, and government entities. In addition, we have contractual agreements with pharmacy benefit managers who charge us for rebates and administrative fee in connection with the utilization of product. These reserves are established in the same period that the related revenues are recognized, resulting in a reduction of revenues. Chargeback amounts are generally determined at the time of resale of product by our distributors.

Following the Effective Date of the License Agreement with NIT, our revenues from U.S. operations will depend upon sales of Endari® to NIT under the exclusive supply agreement and on royalties from NIT's sales of Endari® in the Territory.

Share-based Compensation

We recognize compensation expense for share-based compensation awards during the service term of the recipients of the awards. The fair value of share-based compensation is calculated using the Black-Scholes-Merton pricing model. The Black-Scholes-Merton model requires subjective assumptions regarding future stock price volatility and expected time to exercise, which greatly affect the calculated values. The expected term of awards granted is calculated using the simplified method allowed under the Securities and Exchange Commission ("SEC") Staff Accounting Bulletin Nos. 107 and 110. The risk-free rate used to value an award is based on the U.S. Treasury rate on grant date that corresponds to the expected term of the award. The expected volatility was adjusted using the historical volatility of our common stock.

Fair Value Measurements

We define fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date in accordance with Accounting Standards Codification ("ASC") Topic 820 - Fair value Measurements. We measure fair value under a framework that provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are described as follows:

Level 1: Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets.

Level 2: Inputs to the valuation methodology include:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities in inactive markets;
- Inputs other than quoted prices that are observable for the asset or liability; and
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 inputs must be observable for substantially the full term of the asset or liability.

Level 3: Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The fair value measurement level of an asset or liability within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs. The carrying values of cash and cash equivalents, accounts receivables, other current assets, account payable and accrued expenses, and other current liabilities approximate fair value due to the short-term maturity of those instruments. The fair value of our convertible debt instruments was determined based on Level 2 inputs. The carrying value of the debt was discounted based on allocating proceeds to other financial instruments within the arrangement as discussed in Note 7 to our consolidated financial statements.

The investment in convertible bond and certain outstanding warrants that contain price adjustment provision are remeasured at fair value on a recurring basis using Level 3 inputs. The level 3 inputs in the valuation and valuation methods used are discussed in Note 5, 7 and 8. There are no other assets or liabilities measured at fair value on a recurring basis.

Derivative liability

We evaluate its financial instruments including convertible notes to determine if such instruments are derivatives or contain features that qualify as embedded derivatives in accordance with ASC 815. We apply significant judgment to identify and evaluate terms and conditions in these contracts and agreements to determine whether embedded derivative exists. If all the requirements for bifurcation are met, embedded derivatives are separately measured from the host contract. Bifurcated embedded derivatives are initially recorded at fair value and then remeasure at each reporting period, with change in fair value recognized in the consolidated statements of operations. Bifurcated embedded derivative are classified as separate liability in the consolidated balance sheets. Our derivative liability related to the conversion feature embedded in the convertible promissory notes. See note 7 for further details.

Related Party Transactions

For a discussion of related party transactions, refer to Note 5, 6, 7, 11, and 12 of the Notes to Consolidated Financial Statement included elsewhere in this Annual Report, which information is incorporated herein by reference.

Financial Highlights

	Years Ended December 31,	
	2025	2024
REVENUES, NET	$ 12,453	$ 16,653
COST OF GOODS SOLD	857	1,201
GROSS PROFIT	11,596	15,452
OPERATING EXPENSES		
Research and development	313	657
Selling	2,873	6,002
General and administrative	8,179	10,687
Total operating expenses	11,365	17,346
INCOME (LOSS) FROM OPERATIONS	231	(1,894)
OTHER INCOME (EXPENSE)		
Loss on debt extinguishment	(1,363)	—
Change in fair value of warrant derivative liabilities	(5)	57
Change in fair value of conversion feature derivative, notes payable	162	291
Realized loss on investment in convertible bond	(531)	(544)
Gain on restructured debt	—	1,032
Gain (loss) on lease modification	861	(4)
Foreign exchange gain (loss)	26	(148)
Interest and other income (net)	270	278
Interest expense	(7,134)	(5,492)
Total other expense	(7,714)	(4,530)
LOSS BEFORE INCOME TAXES	(7,483)	(6,424)
Income tax provision	9	29
NET LOSS	(7,492)	(6,453)
COMPONENTS OF OTHER COMPREHENSIVE LOSS		
Unrealized gain (loss) on debt securities available for sale (net of tax)	(84)	(3,086)
Reclassification adjustment for loss included in net loss	354	197
Foreign currency translation adjustments	(4)	54
Other comprehensive income (loss)	266	(2,835)
COMPREHENSIVE LOSS	$ (7,226)	$ (9,288)
NET LOSS PER COMMON SHARE - BASIC AND DILUTED	$ (0.12)	$ (0.10)
WEIGHTED-AVERAGE COMMON SHARES OUTSTANDING BASIC AND DILUTED	64,038,795	63,234,789

Years ended December 31, 2025 and 2024

Net Loss. Net loss increased by $1.0 million, or 16%, to $7.5 million for the year ended December 31, 2025 compared to net loss of $6.5 million for the year ended December 31, 2024. The increase was due primarily to an increase of $3.2 million in other expenses partially offset by an increase of $2.1 million in income from operation. As of December 31, 2025, we had an accumulated deficit of approximately $270.1 million.

Revenues, Net. Net revenues decreased by $4.2 million, or 25%, to $12.5 million for the year ended December 31, 2025 compared to $16.7 million in 2024 due to competition from a generic version of L-Glutamine oral powder introduced into U.S. market in mid-2024 noted below.

On July 15, 2024, ANI Pharmaceuticals, Inc., or ANI. announced the launch of its L-Glutamine Oral Powder, a generic version of Endari®, following final approval of its Abbreviated New Drug Application from the U.S. Food and Drug Administration. The introduction of ANI's generic product or other generic versions of L-Glutamine oral powder has adversely affected Endari® sales and is likely to adversely affect the reimbursement rates that Medicare, Medicaid and third-party payors are willing to pay for Endari®, which could have a material, adverse effect on our future sales and net revenues.

The market exclusivity for Endari® for SCD in the U.S. expired in July 2024 and Endari® has no or limited market exclusivity in the MENA region, which lack of exclusivity could adversely affect our Endari® sales and results of operations in the U.S. and the MENA region. We cannot predict whether or when competing generic prescription-grade L-glutamine products may be introduced in the MENA region or what effect the introduction of such products may have on reimbursement rates for Endari® in the MENA region or Endari® sales.

Cost of Goods Sold. Cost of goods sold decreased by $0.3 million, or 29%, to $0.9 million for the year ended December 31, 2025 compared to $1.2 million in 2024. This decrease was primarily due to the decrease in sales discussed above.

Research and Development Expenses. Research and development expenses decreased by $0.3 million, or 52%, to $0.3 million for the year ended December 31, 2025 compared to $0.7 million in 2024. The decrease was primarily due to a decrease of $0.4 million in payroll expenses from a reduction in headcount, partially offset by an increase of $0.1 million in research and development expenses.

Selling Expenses. Selling expenses decreased by $3.1 million, or 52%, to $2.9 million for the year ended December 31, 2025 compared to $6.0 million in 2024. The decrease was due to decreases of $1.4 million in consulting fee, $1.1 million in payroll expenses, $0.4 million in promotional expenses, and $0.2 million in travel expenses. We expect that our selling expenses will continue to decrease in the U.S. as we entered into exclusive distribution licensing agreement with NIT discussed above.

General and Administrative Expenses. General and administrative expenses decreased by $2.5 million, or 23%, to $8.2 million for the year ended December 31, 2025 compared to $10.7 million in 2024. The decrease was primarily due to decreases of $1.2 million in payroll related expenses, including shared-based compensation, $1.0 million in professional services, and $0.6 million in rent expense, partially offset by an increase of $0.5 million in settlement fee.

Other Expense. Other expense increased by $3.2 million, or 70%, to $7.7 million for the year ended December 31, 2025 compared to $4.5 million in 2024. The increase was primarily due to increases of $1.4 million in loss on debt extinguishment and $1.6 in interest expense, and a decrease of $1.0 million in gain on restructured debt, partially offset by an increase of $0.9 million in gain on lease modification.

Income Tax Provision. Income tax provision decreased by $20 thousand or 69%, to income tax expense of $9 thousand for the year ended December 31, 2025 compared to $29 thousand in 2024. A valuation allowance for net deferred tax assets recorded when it is more likely than not that we will not realize these assets through future operations. The valuation allowance increased by approximately $0.5 million and decreased by $4.1 million for the year ended December 31, 2025 and December 31, 2024, respectively. As of December 31, 2025, and 2024, we had no unrecognized tax benefits or position which in the opinion of management would be reversed if challenged by a tax authority.

Liquidity and Capital Resources

We realized a net loss of $7.5 million for the year ended December 31, 2025 and anticipate that we will continue to incur net losses for the foreseeable future and until we can generate increased net revenues from Endari® sales or sales royalties. There is no assurance that we or NIT or our distributors will be able to increase Endari® sales or that will attain sustainable profitability or have sufficient capital resources repay our existing indebtedness or to fund our operations until we are able to generate sufficient cash flow from operations.

Liquidity represents our ability to pay our liabilities when they become due, fund our business operations and meet our contractual obligations, including repayment of our indebtedness. Our primary sources of liquidity are our cash balances at the beginning of each period, sales of future receipts to third parties, proceeds from related-party loans and other financing activities. Our short-term and long-term cash requirements consist primarily of working capital requirements, general corporate needs and debt service under our outstanding notes payable.

As of December 31, 2025, we had outstanding $13.5 million in principal amount of convertible promissory notes and $11.3 million in principal amount of other notes payable that are due on demand. Our minimum lease payment obligations were $1.8 million as of December 31, 2025, of which $0.3 million was payable within 12 months.

Our API supply agreement with Telcon provides for an annual API purchase target of $5.0 million and a target “profit” (*i.e*., gross margin) to Telcon of $2.5 million. To the extent these targets are not met, Telcon may be entitled to payment of the shortfall or to offset the shortfall against the Telcon convertible bond and proceeds thereof that are pledged as collateral to secure our obligations. With our consent, in April 2023 Telcon retained cash collateral and made offsets against the outstanding balance of our Telcon convertible bond for target shortfalls under the API supply agreement for 2022. A similar target shortfall for 2024 and 2023 was offset in April 2025 and April 2024, respectively.

Due to uncertainties regarding our ability to meet our current and future operating and capital expenses, there is substantial doubt about our ability to continue as a going concern for 12 months from the date of filing of this Annual Report as referred to in the "Risk Factors" section of this Annual Report and Note 2 of the Notes to Consolidated Financial Statements included herein. The report of our independent public accounting firm on our financial statements as of and for the year ended December 31, 2025 included in Item 15 of this Annual Report contains a going concern qualification.

Cash Flows

Net cash used in operating activities

Net cash used in operating activities decreased by $2.3 million, or 100%, to $11 thousand for the year ended December 31, 2025 from $2.3 million for the year ended December 31, 2024. The decrease was primarily due to an increase of $1.0 million net loss adjusted by $1.6 million non-cash activities and $1.7 million net changes in operating assets and liabilities.

Net cash provided by investing activities

Net cash provided by investing activities decreased by $0.3 million, or 13%, to $ 2.2 million for the year ended December 31, 2025 from $2.5 million for the year ended December 31, 2024. The decrease was primarily due to a $0.3 million decrease in proceeds from the deemed sale of a portion of the Telcon convertible bond from the offset of target shortfalls discussed above.

Net cash provided by (used in) from financing activities

Net cash used in from financing activities was $1.4 million for both the year ended December 31, 2025 and the year ended December 31, 2024.

Off-Balance-Sheet Arrangements

We had no off-balance sheet arrangements in the periods presented.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Not required for a smaller reporting company.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

The information required by this Item 8 is incorporated by reference to the information that begins on Page F-1 of this Annual Report.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

ITEM 9A. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

We are responsible for establishing and maintaining disclosure controls and procedures ("DCP") designed to ensure that information required to be disclosed by us in the reports filed by us under the Securities Exchange Act of 1934, as amended, or the Exchange Act, is: (a) recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms; and (b) accumulated and communicated to our management, including our principal executive and principal financial officers, to allow timely decisions regarding required disclosures. In designing and evaluating our DCP, we recognize that any controls and procedures, no matter how well designed and implemented, can provide only reasonable assurance of achieving the desired objectives.

We conducted an evaluation pursuant to Rule 13a-15 of the Exchange Act of the effectiveness of the design and operation of our DCP as of December 31, 2025 under the supervision and with the participation of our management, including our principal executive officers and Chief Financial Officer. Based on that evaluation, our principal executive officers and Chief Accounting Officer concluded that our DCP were not effective as of December 31, 2025.

Material Weaknesses

As previously reported, our management identified ongoing material weaknesses (the "Material Weaknesses") in our internal control over financial reporting. The Material Weaknesses related to inadequate accounting treatment for complex accounting matters, inadequate financial closing process, segregation of duties, including access control over information technology, especially financial information, inadequate documentation of policies and procedures over risk assessments, internal control and significant account processes, and insufficient entity risk assessment processes.

Since identifying the Material Weaknesses, we took several steps to remediate the Material Weaknesses, including:

- engaging third-party accounting consulting firms to assist us in the review of our application of GAAP to complex debt financing transactions;
- using GAAP Disclosure and SEC Reporting Checklists;
- continuing professional training and academic education on accounting subjects for accounting staff;
- enhancing attention to review controls related to our financial closing process and reporting;
- establishing a Disclosure Committee to ensure more effective internal communication regarding significant transactions and our financial reporting.

We implemented an integrated cloud-based enterprise resource planning system to manage our financial information and replace our outdated financial accounting systems and software. As a result of these actions, management has concluded that the certain material weaknesses identified in previous fiscal years have been remediated but that there continued to be material weaknesses in our internal control over financial reporting as of December 31, 2025. In particular, our finance and financial accounting department is not adequately staffed, which results in not all policies and procedures being properly documented.

To address the material weakness related to insufficient board of directors' oversight noted above, our board of directors appointed a Steering Committee of our President at the time and independent directors following the termination of

employment of our former Chief Executive Officer and we engaged outside counsel to advise management on additional steps which should be taken to properly vet the Company's advisors and others with which it seeks to do business in the future.

Management's Annual Report on Internal Control Over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting as defined in Rules 13a-15(f) under the Exchange Act. Our internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP. Our internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect our transactions and our dispositions of the assets, (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that our receipts and expenditures are being made only in accordance with authorizations of our management and directors, and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of our assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risks that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate. Under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, we conducted an evaluation of the effectiveness of our internal control over financial reporting based on the criteria set forth in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on this evaluation, our management concluded that our internal control over financial reporting was not effective as of December 31, 2025.

Attestation Report

This Annual Report does not include an attestation report of our independent registered public accounting firm regarding internal control over financial reporting. As a non-accelerated filer, we are not subject to the attestation requirement.

Changes in Internal Control Over Financial Reporting

Except as described above, based on the evaluation of our management as required by paragraph (d) of Rule 13a-15 of the Exchange Act, we believe that there were no changes in our internal control over financial reporting that occurred during the quarter ended December 31, 2025 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

ITEM 9B. OTHER INFORMATION

None.

ITEM 9C. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS

Not applicable.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

Directors and Executive Officers

The following individuals constitute our board of directors and executive officers:

Name	Age	Position
Willis C. Lee, M.S.	65	Chairman of the Board, Chief Executive Officer
Hiroko Huynh	46	Chief Accounting Officer
Charles Stark, Pharm.D.	70	Chief Science Officer & EVP of Clinical Development and Medical Affairs
Wei Peu Zen	73	Director
Jon Kuwahara	60	Director

Background of Officers and Directors

The following is a summary of the background of each of our directors and executive officers. Except as noted in their respective biographies below, each of our directors and officers became a director or officer as of the completion of our merger transaction with EMI Holding, Inc., or EMI Holding, on July 17, 2019. All directors serve until the next annual meeting of stockholders at which their successor is elected or their earlier resignation or removal as a director. One or more of our directors or officers also serve as directors or officers of one or more of our wholly owned subsidiaries.

Willis C. Lee, M.S. was appointed Chief Executive Office and Chairman of the Board of Directors of the Company on July 15, 2024 and October 2, 2023, respectively. He served as Chief Operating Officer since May 2011 and as a director since December 2015 and served as Vice-Chairman of the board of directors from January 2016 and as Chief Financial Officer from October 2016 to July 2018 of EMI Holding. Mr. Lee also previously served as a director of EMI Holding from May 2011 to May 2014 and again from December 2015 to January 2016. Mr. Lee served as the Co-Chief Operating Officer and Chief Financial Officer and as a director of Emmaus Medical from March 2010 to May 2011.He was the Controller at Emmaus Medical from February 2009 to February 2010. From 2004 to 2010, Mr. Lee led worldwide sales and business development of Yield Dynamics product group at MKS Instruments, Inc. Prior to that time, Mr. Lee held managerial and senior positions at various public and private companies in the actuarial semiconductor, and defense industries. Mr. Lee received his B.S. degree and a M.S. degree in Physics from University of Hawaii and University of South Carolina, respectively. We believe Mr. Lee is qualified to serve as a director due to his extensive knowledge and experience, as well as his intimate knowledge of the company through his service as an executive officer of the company and Emmaus Medical.

Hiroko Huynh, CPA. has served as our Chief Accounting Officer since July 1, 2025. Previously, she served as our Controller since January 2020, and served as Senior Manager in the finance and accounting department from October 2018 to January 2020. Prior to joining Emmaus, she held a progressive role in accounting functions at three years in various companies for and as auditor at Deloitte & Touche LLP, one of the nation's "big four" public accounting firms, for eight years. Ms. Huynh is a Certified Public Accountant and received a B.A. in Hospitality Administration from Boston University.

Charles Stark, Pharm.D. was appointed as Executive Vice President and Chief Scientific Officer on November 20, 2023. He previously served as Senior Vice President of Medical Affairs, Clinical, Regulatory since November 23, 2021 and as Senior Vice President of Research and Development since July 19, 2019 and in the same capacity with EMI Holding since 2013. He has more than 30 years of experience in medical affairs, research and academia. Previously, Dr. Stark was Director of Clinical Development at Bavarian Nordic, an immunotherapeutic company, and prior to that Associate Director of Medical Affairs for the Dendreon Corporation, an immunotherapeutic company. He has served as Director, Medical Science Liaisons (cardiovascular, metabolic and oncology) at Pfizer, Inc., a pharmaceutical company. Dr. Stark has served as the Director of Investigational Drug Services and Clinical Research at LA BioMed at Harbor UCLA and at the Health Research Association at USC Medical Center. He has also served as a faculty member at the University of Southern California School of Pharmacy. Dr. Stark received his Pharm.D. from the University of Southern California and completed his residency at the Veteran's Affairs Medical Center in West Los Angeles.

Wei Peu Zen is the Chairman and Chief Executive Officer of Wai Kee Holdings Limited, a Hong Kong-based construction and infrastructure company whose shares are listed on the Main Board of Hong Kong Stock Exchange. He is also the Chairman, Chief Executive Officer and Managing Director of Build King Holdings Limited, a subsidiary of Wai Kee Holdings Limited. In addition, he is the Chairman of Road King Infrastructure Limited, an associated corporation of Wai Kee Holdings Limited. The shares of both Build King Holdings Limited and Road King Infrastructure Limited are listed on the

Main Board of Hong Kong Stock Exchange. Mr. Zen has over 50 years of experience in civil engineering and is responsible for the overall management of Wai Kee Group and oversees the operations of Wai Kee Group. Mr. Zen holds a B.Sc. degree in Engineering from The University of Hong Kong and a M.B.A. degree from The Chinese University of Hong Kong and is a member of both the Institution of Civil Engineers and the Hong Kong Institution of Engineers and a fellow member of the Institute of Quarrying, UK. He was an Honorary Treasurer of Hong Kong Construction Association and a member of HKTDC Infrastructure Development Advisory Committee. He is also the President of Hong Kong Contract Bridge Association. We believe Mr. Zen is qualified to serve as a director due to his executive experience and business expertise, including in foreign markets. Mr. Zen also brings to the board of directors his diverse experience as a foreign national and board member and executive officer of Hong Kong-based publicly traded companies.

Jon Kuwahara was appointed as a director and as Chair of the Audit Committee of the Board of Directors on October 1, 2024. He previously served as a director of Emmaus and as Chairman of the Audit Committee and a member of the Corporate Governance and Compensation Committee of the Board from January 20216 to September 2018. He has served as Vice President – Finance of Crinetics Pharmaceuticals, Inc. (NASDAQ: CRNX), San Diego, California, from August 2021 to May 2025. Prior to that time, Mr. Kuwahara served as Senior Vice President – Finance and Administration of Novus Therapeutics, Inc. (NASDAQ: NVUS), Irvine, California, from July 2016 to July 2021 and in senior finance and accounting positions with a number of other life sciences companies. Mr. Kuwahara is a Certified Public Accountant and holds a Bachelor of Business Administration, Accounting, degree from the University of Hawaii at Manoa, Honolulu, Hawaii. We believe Mr. Kuwahara's prior experience with the Company and ongoing expertise and experience in SEC financial reporting and accounting matters makes his well-qualified to serve as a director and Audit Committee member.

Family and Other Relationships

There are no family relationships among any of our officers or directors.

Mr. Zen was originally appointed to the board of directors of EMI Holding on June 18, 2018 pursuant to the terms of outstanding convertible promissory notes dated November 6, 2017 and January 15, 2018 held by Mr. Zen and Wealth Threshold Limited, respectively, which entitled the note holders to designate one director if the aggregate investment in EMI Holding by the note holders and related note holders exceeded $20 million.

Board of Directors and Committees and Director Independence

Our board of directors currently consists of three members. Our board of directors has determined that each of Wei Peu Zen, and Jon Kuwahara is an "independent" director as defined by The NASDAQ Marketplace Rules currently in effect and all applicable rules and regulations of the SEC. Both members of the Audit Committee satisfy the "independence" standards of The NASDAQ Marketplace Rules applicable to members of such committee. The board of directors made this affirmative determination regarding these directors' independence based on discussions with the directors and its review of the directors' responses to a standard questionnaire regarding affiliations, family and other relationships and transactions between each director or any member of his or her immediate family and the Company or its subsidiaries or affiliates.

Audit Committee

Mr. Kuwahara currently serves as the sole member of our Audit Committee and is an independent director as defined by The NASDAQ Marketplace Rules. Mr. Kuwahara also qualifies as an "audit committee financial expert" as defined under Item 407(d) of Regulation S-K. The purpose of the Audit Committee is to represent and assist our board of directors in its general oversight of our accounting and financial reporting processes, audits of the financial statements and internal control and audit functions. The Audit Committee's primary responsibilities and duties are to:

- Serve as an independent and objective party to monitor the Company's financial reporting process, internal control system and disclosure control system.
- Review and appraise the audit efforts of the company's independent accountants.
- Assume direct responsibility for the appointment, compensation, retention and oversight of the work of the outside auditors and for the resolution of disputes between the outside auditors and the Company's management regarding financial reporting issues,
- Provide an open avenue of communication among the independent accountants, financial and senior management and the board of directors.

The board of directors has adopted a written charter for the Audit Committee. A copy of the Audit Committee Charter is available on our website at www.emmausmedical.com.

Governance and Nominations Committee and Compensation Committee

Our board of directors previously established both a Governance and Nominations Committee and a Compensation Committee, but the activities of the Committees have been suspending pending the possible eventual up listing of our common stock to a national securities exchange. In the meantime, our board of directors as a whole is responsible for the functions of the Committees.

Section 16(a) Beneficial Ownership Reporting Compliance

Our common stock is currently registered under Section 12 of the Securities Exchange Act. As a result, and pursuant to Rule 16a-2, our directors and executive officers and beneficial owners of 10% or more of our common stock are currently required to file statements of beneficial ownership with respect to their ownership of our equity securities under Sections 13 or 16 of the Exchange Act. Based on a review of written representations from our executive officers and directors and a review of Forms 3 and 4 and any Forms 5 furnished to us, we believe that during the fiscal year ended December 31, 2025 our directors and officers filed all reports required by Section 16(a) of the Exchange Act.

Code of Conduct and Ethics

Our board of directors has approved a Code of Conduct and Ethics, which we refer to as the Code of Ethics, which applies to our directors, officers and employees. The Code of Ethics addresses, among other things, honesty and ethical conduct, conflicts of interest, compliance with laws, regulations, and policies, including disclosure requirements under the federal securities laws, confidentiality, trading on inside information, and reporting of violations of the Code of Ethics. A copy of the Code of Ethics is available on our website at www.emmausmedical.com. Requests for copies of the Code of Ethics should be sent to Emmaus License Sciences, Inc., Attention: Secretary, 21250 Hawthorne Boulevard, Suite 800, Torrance, California 90503.

Insider Trading Policy

The Company has adopted insider trading policies and procedures governing the purchase, sale and other disposition of the Company's securities, a copy of which is included as Exhibit 19 to this Annual Report.

ITEM 11. EXECUTIVE COMPENSATION

Summary Compensation Table

The following table sets forth information concerning the compensation earned by our principal executive officers, and our two other most highly compensated executive officers, whom we refer to as our "named executive officers," for the fiscal years ended December 31, 2025 and 2024:

Name and Position	Year ended December 31	Salary	Bonus	Stock Awards	Option Awards	All Other Compensation	Total
Willis C. Lee	2025	248,181	—	—	—	—	248,181
Chief Executive Officer	2024	233,018	—	—	18,073	—	251,091
Yasushi Nagasaki (2)	2025	125,600	—	—	—	—	125,600
Chief Financial Officer	2024	241,257	—	—	18,073	—	259,330
Hiroko Huynh (2)	2025	100,000	—	—	—	—	100,000
Chief Accounting Officer							
Charles Stark	2025	218,750	—	—		—	218,750
Chief Science Officer & EVP of Clinical Development and Medical Affairs	2024	202,350	—	—	18,073	—	220,423
George Sekulich (1)	2025	—	—	—	—	—	—
Former Chief Commercial Officer	2024	208,353	—	—	18,073	34,284	260,710

(1) On October 4, 2024, Mr. Sekulich ceased to serve as our Chief Commercial Officer.
(2) On July 1, 2025, Mr. Nagasaki ceased to serve as our Chief Financial Officer and Ms. Huynh is promoted to serve as our Chief Accounting Officer.

The compensation of Mr. Lee does not reflect annual performance bonuses contemplated by his employment agreement. No specific performance criteria were established for payment of such bonuses for 2025 or 2024.

Outstanding Equity Awards at 2025 Fiscal Year End

The following table sets forth information regarding outstanding equity awards held by our named executive officers as of December 31, 2025:

Name	Number of Securities Underlying Unexercised Awards Exercisable	Number of Securities Underlying Unexercised Awards Unexercisable	Exercise Price	Expiration Date
Willis C. Lee	315,043	—	$ 4.76	5/10/2026
	319,445	180,555	$ 4.50	1/11/2033
	200,000	—	$ 0.15	1/31/2034
Yasushi Nagasaki	315,043	—	$ 4.76	5/10/2026
	95,834	54,166	$ 4.50	1/11/2033
	200,000	—	$ 0.15	1/31/2034
Hiroko Huynh	50,000	—	$ 0.15	1/31/2034
Charles Stark	105,014	—	$ 4.76	5/10/2026
	63,890	36,110	$ 4.50	1/11/2033
	200,000	—	$ 0.15	1/31/2034

Employment Agreements

On April 5, 2011, Emmaus Medical, Inc., our indirect wholly owned subsidiary, entered into employment agreement with Mr. Lee. The Employment Agreements had an initial two-year term, which renews automatically for consecutive one-year periods unless we or the officer provides notice of non-renewal at least 60 days prior to the expiration of the then current term.

Base Salary, Bonus and Other Compensation. Mr. Lee's base salary in 2025 was $240,000. In addition to the base salary, each officer may be entitled to receive an annual performance bonus based on the officer's performance. The officers are also eligible to receive paid vacation and to participate in health and other benefit plans and to be reimbursed for reasonable and necessary business expenses on the same basis as our other employees.

Equity Compensation. The Employment Agreement provides that on December 31 of each calendar year, or as soon as reasonably practicable after such date (each a "Grant Date"), we will grant non-qualified 10-year stock options with a Black-Scholes-Merton value of $50,000 to Mr. Lee with an exercise price per share equal to the "Fair Market Value" (as such term is defined in our 2011 Stock Incentive Plan) on the applicable Grant Date. The options are to vest as to one-third of the option shares on each of the first three anniversaries of the Grant Date. Any unvested options are to vest immediately upon a change in control (as defined below), termination of the officer's employment other than a voluntary termination by the officer or our termination of the officer for cause. In the event the officer is terminated for any reason other than cause, death or disability or retirement, each option, to the extent that it is exercisable at the time of such termination, shall remain exercisable for the 90-day period following such termination, but in no event following the expiration of its term. In the event the officer's employment terminates on account of death, disability or, with respect to any non-qualified stock option, retirement, each option granted that is outstanding and vested as of the date of such termination shall remain exercisable by such officer (or the officer's legal representatives, heirs or legatees) for the one-year period following such termination, but in no event following the expiration of its term. No such stock option grants were made for either of the years ended December 31, 2025 or 2024.

Severance Compensation. If Mr. Lee's employment is terminated for any reason during the term of his Employment Agreement, other than for cause or without good reason, he will be entitled to receive his base salary prorated through the termination date, any expense reimbursement due and owing for reasonable and necessary business expenses, and unpaid vacation benefits (the "Voluntary Termination Benefits"). If Mr. Lee's employment is terminated due to his death or disability during the term of his employment agreement, he will also receive an amount equal to his target annual performance bonus, if any, and in the case of a termination due to disability, six additional months of his base salary to be paid out over a six-month period and payment of COBRA benefits for six months following the termination. If Mr. Lee's employment is terminated without cause or he resigns with good reason (but not within two years following a change in control) during the term of his employment agreement, he will receive the Voluntary Termination Benefits and, subject to his signing a Release if all claims relating to his employment, a severance package equal to six months' base salary to be paid

out over a six-month period, an amount equal to half of the targeted annual performance bonus, if any, and payment of COBRA benefits for six months following the termination.

Termination with cause includes a proven act of dishonesty, fraud, embezzlement or misappropriation of company proprietary information; a conviction of, or plea of nolo contendere to, a felony or a crime involving moral turpitude; willful misconduct which cannot be cured on reasonable notice to the officer; or the officer's habitual failure or refusal to perform his duties if such failure or refusal is not cured within 20 days after receiving written notice thereof from the board of directors. Good reason includes a reduction of more than 10% to the officer's base salary or other compensation (except as part of a general reduction for all executive employees); a material diminution of the officer's authority, responsibilities, reporting or job duties (except for any reduction for cause); the company's material breach of the Employment Agreement; or a relocation of the business requiring the officer to move or drive to work more than 40 miles from the location of our former offices. The officer may terminate the Employment Agreement for good reason if he provides written notice to the Company within 90 days of the event constituting good reason and the Company fails to cure the good reason within 30 days after receiving such notice.

Change of Control. Mr. Lee's Employment Agreements will not terminate upon a "change of control," which means any merger or reorganization where the holders of the company's capital stock prior to the transaction own fewer than 50% of the shares of capital stock after the transaction, an acquisition of 50% of the voting power of the company's outstanding securities by another entity, or a transfer of at least 50% of the fair market value of the company's assets. Upon Mr. Lee's termination without cause or for good reason that occurs within two years after a change of control, he will be entitle to receive the Voluntary Termination Benefits and, subject to his signing a Release of all claims relating to his employment, a severance package equal to one year's base salary to be paid out over a 12-month period, an amount equal to the full-year targeted annual performance bonus, if any, payment of COBRA benefits for 12 months following the termination, and a one-time cash payment of $200,000. In addition, Mr. Lee's unvested equity awards will vest upon such termination and he will have 36 months in which to sell or exercise such awards (subject to expiration of the term of such options).

Director Compensation

The following is a summary of the compensation of our non-employee directors for 2025:

- $100,000 cash compensation, payable in quarterly installments.
- possible awards of stock options as determined by the Compensation Committee or the Board.

The following table sets forth information regarding the compensation earned by our non-employee directors for the fiscal year ended December 31, 2025. Our employee directors are not compensated for their services as directors.

Name	Fees Earned or Paid in Cash	Option Awards	Total
Wei Peu Zen	$ 100,000	$ —	$ 100,000
Ian Zwicker (1)	100,000	—	100,000
Jon Kuwahara	100,000	—	100,000
Total	$ 300,000	$ —	$ 300,000

(1) Mr. Zwicker resigned as a director effective December 31, 2025.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The following table sets forth certain information as of March 20, 2026 with respect to beneficial ownership of our common stock based on issued and outstanding shares of common stock owned by:

- Each person known to us to be the beneficial owner of 5% or more of our outstanding common stock;
- Each named executive officer;
- Each director; and
- All our executive officers and directors as a group.

Beneficial ownership is determined in accordance with the rules of the SEC. In computing the number of shares beneficially owned by a person and the percentage of ownership of that person, shares of common stock subject to options, warrants and convertible notes held by that person that are exercisable on or within 60 days of March 20, 2026 are deemed outstanding. Those shares, however, are not deemed outstanding for the purpose of computing the percentage ownership of any other person.

Unless otherwise indicated, the persons and entities named in the table have sole voting and sole investment power with respect to the shares set forth opposite the stockholder's name, subject to community property laws, where applicable.

Unless otherwise indicated in the table or footnotes, the address of each 5% or more owner is c/o Emmaus Life Sciences, Inc., 21250 Hawthorne Boulevard, Suite 800, Torrance, California 90503.

Name of Beneficial Owner	Title	Amount and Nature of Beneficial Ownership of Shares of Common Stock		Percent of Class (1)
Directors and Executive Officers				
Willis C. Lee	Chairman and Chief Executive Officer	2,050,761	(2)	2.6%
Hiroko Huynh	Chief Accounting Officer	50,000	(3)	*
Charles Stark	Chief Science Officer & Executive Vice President of Clinical Development and Medical Affairs, Clinical, Regulatory	118,182	(4)	*
Jon Kuwahara	Director	—		*
Wei Peu Zen	Director	6,239,031	(5)	8.9%
Officers and Directors as a Group (6 persons)		8,457,974	(6)	12.0%
5% or More Owners				
Yutaka Niihara, M.D., M.P.H.		12,202,851	(7)	17.4%
John Woo Lee		6,322,692	(8)	9.0%
Telcon RF Pharmaceutical, Inc.		4,147,491	(9)	6.5%
Seah H. Lim		3,277,446	(10)	6.5%

* Represents beneficial ownership of less than 1%.

(1) Based on 70,188,263 shares of common stock issued and outstanding as of March 15, 2026.

(2) Includes 1,015043 shares underlying stock options.

(3) Includes 50,000 shares underlying stock options.

(4) Includes 100,000 shares underlying stock options.

(5) Includes 200,000 shares underlying stock options and 1,270,214 shares owned by Profit Preview International Group Limited, a Hong Kong limited company wholly owned by Mr. Zen. Excludes 521,827 shares owned by Smart Start investments Limited, a Hong Kong corporation and wholly owned subsidiary of Build King Holdings Limited, a Hong Kong stock exchange listed company, of which the Mr. Zen is a director and 9.96% shareholder, and 350,048 shares owned by Top Ability International, Ltd., a Hong Kong corporation and wholly owned subsidiary of Wai Kee Holdings Limited, a Hong Kong stock exchange listed company of which Mr. Zen is a director and 31.45% shareholder, as to which shares Mr. Zen disclaims beneficial ownership.

(6) Includes 2,318,435 shares underlying stock options.

(7) Includes 12,047,057 shares held jointly by Dr. Niihara and Soomi Niihara, his wife, 63,000 shares held by Soomi Niihara and 92,794 shares owned by Hope International Hospice, Inc., or Hope Hospice. Dr. Niihara is the chief executive officer and a co-director of Hope Hospice and shares voting and investment power over such shares. The information for Dr. Niihara, whose address is c/o Hope International Hospice, Inc., 20705 S. Western Avenue, Unit 112 Torrance, CA 90501, is based solely on his Schedule 13D/A filed with the SEC on February 21, 2023 and may not be up to date.

(8) The information regarding Mr. Lee is based on beneficial ownership information available to us as of March 20, 2026.

(9) The information regarding Telcon RF Pharmaceutical, Inc. whose address is S-Tower 14th Floor 439 Bongunsa-ro, Gangnam-gu, Seoul, South Korea is based solely on its Schedule 13G filed with the SEC on August 26, 2019.

(10) The information regarding Dr. Lim is based on beneficial ownership inforamtion available to us as of December 31, 2025.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

Except as described below in this section, since the beginning of our last fiscal year, there has not been, nor is there currently proposed, any transaction or series of similar transactions to which we were a party:

- in which the amount involved exceeds the lesser of $120,000 or 1% of the average of our total assets at year-end for the last two completed fiscal years; and
- in which any director, executive officer, or other stockholder of more than 5% of our common stock or any member of their immediate family had or will have a direct or indirect material interest.

Loans by Related Persons

The following table sets forth information relating to loans from related parties evidenced by promissory notes payable and convertible promissory notes payable to related persons outstanding at any time during the fiscal year ended December 31, 2025 (amounts in thousands).

Class	Lender	Interest Rate	Date of Loan	Term of Loan	Principal Amount Outstanding December 31, 2025	Highest Principal Outstanding	Amount of Principal Repaid or Converted into Stock	Amount of Interest Paid
Promissory note payable - related parties:								
	Willis Lee(2)	12%	10/29/2020	On Demand	100	100	—	—
	Soomi Niihara(1)	12%	12/7/2021	On Demand	700	700	—	—
	Hope International Hospice, Inc.(1)	10%	2/9/2022	On Demand	350	350	—	—
	Hope International Hospice, Inc.(1)	10%	2/15/2022	On Demand	210	210	—	—
	Soomi Niihara(1)	10%	2/15/2022	On Demand	100	100	—	—
	Hope International Hospice, Inc.(1)	12%	3/15/2022	On Demand	150	150	—	—
	Hope International Hospice, Inc.(1)	12%	3/30/2022	On Demand	150	150	—	—
	Wei Peu Zen(2)	10%	3/31/2022	On Demand	200	200	—	—
	Albert Niihara(3)	10%	4/4/2022	On Demand	110	350	240	150
	Willis Lee(2)	10%	4/14/2022	On Demand	45	45	—	—
	Albert Niihara(3)	10%	4/19/2022	On Demand	250	250	—	35
	Hope International Hospice, Inc.(1)	10%	5/25/2022	On Demand	40	40	—	—
	Dr. Yutaka and Soomi Niihara(1)	12%	7/27/2022	5 years	402	402	—	48
	Dr. Yutaka and Soomi Niihara(1)	10%	8/16/2022	5 years	250	250	—	25
	Dr. Yutaka and Soomi Niihara(1)	10%	8/16/2022	5 years	1,669	1,669	—	167
	Hope International Hospice, Inc.(1)	10%	8/17/2022	On Demand	50	50	—	—
	Hope International Hospice, Inc.(1)	10%	10/20/2022	On Demand	100	100	—	—
	Hope International Hospice, Inc.(1)	10%	3/17/2023	On Demand	100	100	—	—
	Dr. Yutaka and Soomi Niihara(1)	10%	3/21/2023	On Demand	127	127	—	—
	Wei Peu Zen(2)	60%	12/1/2023	2 months	350	350	—	
				Total	**$ 5,453**	**$ 5,693**	**$ 240**	**$ 425**

(1) Soomi Niihara is the wife of Dr. Niihara, our former Chairman and Chief Executive Officer. Dr. Niihara is also director and the Chief Executive Officer of Hope International Hospice, Inc.

(2) Officer or director.

(3) Albert Niihara is the adult son of Dr. and Mrs. Niihara.

The proceeds of the above loans were used working capital and general corporate purposes.

Policy for Approval of Related Party Transactions

The Audit Committee of our Board of Directors is responsible for reviewing and approving all related party transactions.

ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES

The following table presents all fees, including reimbursements for expenses, billed for professional services rendered by our principal accountant for the years ended December 31, 2025 and 2024 (in thousands):

	2025	2024	
	CBIZ	Marcum	Baker Tilly
Audit Fees	$ 465	$ 90	$ 165
Audit–Related Fees	—	—	—
Tax Fees	—	—	—
All Other Fees	—	—	—
Total	$ 465	$ 90	$ 165

The Audit Committee has adopted a formal policy on auditor independence requiring the advance approval by the Audit Committee of all audit and non-audit services provided by our independent registered public accounting firm. In determining whether to approve any services by our independent registered public accounting firm, the Audit Committee reviews the scope of and estimated fees for the services and considers whether the proposed services may adversely affect the firm's independence. On an annual basis, our management reports to the Audit Committee all audit services performed during the previous 12 months and all fees billed by our independent registered public accounting firm for such services.

In fiscal 2025 and 2024, all audit services and the corresponding fees were approved by the Audit Committee.

PART IV

ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

1. Financial Statements: See "Index to Consolidated Financial Statements" on page F-1 of this Annual Report.
2. Financial Statement Schedule: See Notes to Consolidated Financial Statements starting on page F-8 of this Annual Report.
3. Exhibits: The exhibits listed in the following "Exhibit Index" are filed or incorporated by reference as part of this Annual Report.

Exhibit Index

Exhibit Number	Exhibit Description	Incorporated by Reference				Filed/ Furnished
		Form	File No.	Exhibit	Filing Date	
3.1	Restated Certificate of Incorporation.	10-K	001-35527	3.1	January 25, 2021	
3.2	Amended and Restated By-Laws.	8-K	001-35527	3.4	July 22, 2019	
4.1	Specimen Common Stock Certificate.	10-K	001-35527	4.1	March 31, 2022	
4.2+	Emmaus Life Sciences, Inc. 2021 Incentive Plan	DEF14A	001-35527	Annex B	October 12, 2021	
4.3+	Form of Incentive Stock Option Agreement under 2021 Stock Incentive Plan	S-8	001-35527	4.2	December 30, 2021	
4.4+	Form of Non-Qualified Stock Option Agreement under 2021 Stock Incentive Plan (Non-Employee Director Grantee)	S-8	001-35527	4.3	December 30, 2021	
4.5+	Form of Non-Qualified Stock Option Agreement under 2021 Stock Incentive Plan (Non-Director Grantee)	S-8	001-35527	4.4	December 30, 2021	
4.6+	Emmaus Life Sciences, Inc. Amended and Restated 2011 Equity Incentive Plan.	DEF14A	000-53072	Annex A	September 19, 2014	
4.7+	Form of Incentive Stock Option Agreement (Time-Based and Performance-Based Vesting) under 2011 Stock Incentive Plan.	8-K	000-142031	10.3a	May 4, 2011	
4.8+	Form of Incentive Stock Option Agreement (Time-Based Vesting) under 2011 Equity Incentive Plan.	8-K	000-142031	10.3b	May 4, 2011	
4.9+	Form of Non-Qualified Stock Option Agreement (Time-Based and Performance-Based Vesting) under 2011 Equity Incentive Plan.	8-K	000-142031	10.3c	May 4, 2011	
4.10+	Form of Non-Qualified Stock Option Agreement (Time-Based Vesting) under 2011 Equity Incentive Plan.	8-K	000-142031	10.3d	May 4, 2011	

Exhibit Number	Exhibit Description	Incorporated by Reference				Filed/ Furnished
		Form	File No.	Exhibit	Filing Date	
4.11+	Form of the Restricted Stock Agreement (Time-Based and Performance-Based Vesting) under 2011 Equity Incentive Plan.	8-K	000-142031	10.3e	May 4, 2011	
4.12+	Form of Restricted Stock Agreement (Time-Based Vesting) under 2011 Equity Incentive Plan.	8-K	000-142031	10.3f	May 4, 2011	
4.13	Form of Common Stock Purchase Warrants dated as of January 11, 2023	8-K	001-35527	4.1	March 7, 2023	
4.14	Common Stock Purchase Warrant dated January 27, 2023	8-K	001-35527	4.3	March 7, 2023	
4.15	Convertible Promissory Note dated September 5, 2023	10-Q	001-35527	4.1	November 14, 2023	
4.16	Form of Convertible Promissory Note Due February 24, 2025	8-K	001-35527	4.1	February 26, 2024	
4.17	Convertible Promissory Note dated December 17, 2025	8-K	001-35527	4.1	December 22, 2025	
10.1	Loan Agreement dated as October 3, 2018 between EMI Holding, Inc. (formerly, Emmaus Life Sciences, Inc.) and EJ Holdings, Inc.	10-Q	001-35527	10.7	November 13, 2019	
10.2+	Executive Employment Agreement dated as of April 5, 2011 between Emmaus Medical, Inc. and Willis Lee.	8-K	000-142031	10.13	May 4, 2011	
10.3+	Form of Indemnification Agreement between Emmaus Life Sciences, Inc. and its former and current directors and officers.	8-K	000-35527	10.1	September 25, 2017	
10.4	Letter of Intent by and between Ajinomoto Aminoscience LLC and Emmaus Medical, Inc.	8-K/A	000-142031	10.24	July 5, 2011	
10.5	Office Lease dated October 20, 2014 by and between EMI Holding, Inc. (formerly, Emmaus Life Sciences, Inc.) and Bixby Torrance LLC.	10-K	001-35527	10.23(F)	March 31, 2015	
10.6	First Amendment to Office Lease Agreement dated February 1, 2018 between EMI Holding, Inc. (formerly, Emmaus Life Sciences, Inc.) and RREF Pacific Center LLC.	10-K	000-142031	10.24a	March 21, 2019	

Exhibit Number	Exhibit Description	Incorporated by Reference				Filed/ Furnished
		Form	File No.	Exhibit	Filing Date	
10.7	Second Amendment to Office Lease Agreement dated December, 2018 between EMI Holding, Inc. (formerly, Emmaus Life Sciences, Inc.) and RREF Pacific Center LLC.	10-K	000-142031	10.24b	March 21, 2019	
10.8	Third Amendment to Office Lease Agreement dated September 10, 2019 between EMI Holding, Inc. (formerly, Emmaus Life Sciences, Inc.) and RREF Pacific Center LLC.	10-K	001-35527	10.23	January 25, 2021	
10.9	Fourth Amendment to Office Lease Agreement dated November 20, 2024 between EMI Holding, Inc. (formerly, Emmaus Life Sciences, Inc.) and RREF Pacific Center LLC.	10-K	001-35527	10.9	April 14, 2025	
10.10	Fifth Amendment to Office Lease Agreement dated April 15, 2025 between EMI Holding, Inc. (formerly, Emmaus Life Sciences, Inc.) and RREF Pacific Center LLC.					*
10.11	Revised Management Control Acquisition Agreement dated September 29, 2017 by and among the registrant, Telcon Holdings, Inc. and Telcon, Inc. (now known as Telcon RF Pharmaceutical Inc.)	10-Q	000-142031	10.3	November 14, 2017	
10.12	Distributor agreement entered into as of June 15, 2017 between Telcon Inc. (now known as Telcon RF Pharmaceutical Inc.) and Emmaus Life Sciences, Inc. (now known as EMI Holding, Inc.)	10-K	001-35527	10.25	January 25, 2021	
10.13	Amendment for Distributor Agreement entered into as of January 11, 2018 between Telcon Inc. (now known as Telcon RF Pharmaceutical Inc.) and Emmaus Life Sciences, Inc. (now known as EMI Holding, Inc.)	10-K	001-35527	10.26	January 25, 2021	
10.14	Raw Material Supply Agreement dated July 12, 2017 between Telcon Inc. (now known as Telcon RF Pharmaceutical Inc.) and Emmaus Life Sciences, Inc.	10-K	001-35527	10.27	January 25, 2021	

Exhibit Number	Exhibit Description	Incorporated by Reference				Filed/ Furnished
		Form	File No.	Exhibit	Filing Date	
	(now known as EMI Holding, Inc.)					
10.15	API Supply Agreement made as of June 16, 2017 between Telcon Inc. (now known as Telcon RF Pharmaceutical Inc.) and Emmaus Life Sciences, Inc. (now known as EMI Holding, Inc.)	10-K	001-35527	10.28	January 25, 2021	
10.16	Additional Agreement made as of July 2, 2018 between Telcon Inc. (now known as Telcon RF Pharmaceutical Inc.) and Emmaus Life Sciences, Inc. (now known as EMI Holding, Inc.)	10-K	001-35527	10.29	January 25, 2021	
10.17	Right to Sell (Call Option) Agreement between Emmaus Life Sciences, Inc. and Telcon RF Pharmaceutical, Inc.	10-K	001-35527	10.35	January 25, 2021	
10.18	Loan Agreement Dated October 28, 2020 Between Emmaus Life Sciences, Inc. and EJ Holdings, Inc.	8-K	001-35527	10.1	November 13, 2020	
10.19	Amendment No. 1 to Loan Agreement dated January 5, 2022 between Emmaus Life Sciences, Inc. and EJ Holdings, Inc.	10-K	001-35527	10.21	March 31, 2022	
10.20	License Agreement between Kainos Medicine, Inc. and Emmaus Life Sciences, Inc.	10-K	001-35527	10.22	March 31, 2022	
10.21	Promissory Note dated December 7, 2021 issued by registrant to Soomi Niihara.	10-K	001-35527	10.26	March 31, 2022	
10.22	Amendment No.1 to Convertible Promissory Note of EMI Holding, Inc. (formerly, Emmaus Life Sciences, Inc.) dated as of July 8, 2019	10-K	001-35527	10.20	July 3, 2024	
10.23	Amendment No. 2 to Convertible Promissory Note of EMI Holding, Inc. (formerly, Emmaus Life Sciences, Inc.) dated as of January 15, 2020	10-K	001-35527	10.37	May 4, 2021	
10.24	Amendment No. 3 to Convertible Promissory Note of EMI Holding, Inc. (formerly, Emmaus	10-K	001-35527	10.38	May 4, 2021	

Exhibit Number	Exhibit Description	Incorporated by Reference				Filed/ Furnished
		Form	File No.	Exhibit	Filing Date	
	Life Sciences, Inc.) dated as of June 15, 2020.					
10.25	Amendment No. 4 to Convertible Promissory Note of EMI Holding, Inc. (formerly, Emmaus Life Sciences, Inc.) dated as of June 15, 2023.	10-K	001-35527	10.23	July 3, 2024	
10.26	Securities Purchase Agreement dated as of February 8, 2021 among Emmaus Life Sciences, Inc. and the "Purchasers" thereunder, including form of Convertible Promissory Note attached thereto as Exhibit A	8-K	001-35527	10.1	February 16, 2021	
10.27	Transfer Restriction and Voting Agreement dated as of February 8, 2021 between Emmaus Life Sciences, Inc. and the "Purchasers" thereunder.	8-K	001-35527	10.2	February 16, 2021	
10.28	Form of Promissory Note dated January 2022 issued to Soomi Niihara	10-Q	001-35527	10.1	May 13, 2022	
10.29	Form of Promissory Note issued to the persons indicated on Schedule A thereto	10-Q	001-35527	10.2	May 13, 2022	
10.30	Promissory Note dated March 31, 2022 issued to Wei Peu Zen	10-Q	001-35527	10.3	May 13, 2022	
10.31	Promissory Note dated July 27, 2022 issued to Yutaka and Soomi Niihara	10-Q	001-35527	10.1	November 14, 2022	
10.32	Promissory Note dated August 16, 2022 issued to Yutaka and Soomi Niihara	10-Q	001-35527	10.3	November 14, 2022	
10.33	Promissory Note dated August 16, 2022 issued to Yutaka and Soomi Niihara	10-Q	001-35527	10.4	November 14, 2022	
10.34	Promissory Noted dated August 17, 2022 issued to Hope International Hospice, Inc.	10-Q	001-35527	10.6	November 14, 2022	
10.35	Promissory Note dated October 20, 2022 issued to Hope International Hospice, Inc.	10-K	001-35527	10.42	March 31, 2023	
10.36	Promissory Note dated February 17, 2023 issued by registrant to Shigeru Matsuda.	10-Q	001-35527	10.2	May 15, 2023	
10.37	Promissory Noted dated March 17, 2023 issued to Hope International Hospice, Inc.	10-Q	001-35527	10.5	May 15, 2023	

Exhibit Number	Exhibit Description	Incorporated by Reference				Filed/ Furnished
		Form	File No.	Exhibit	Filing Date	
10.38	Promissory Note dated March 21, 2023 issued to Yutaka and Soomi Niihara	10-Q	001-35527	10.6	May 15, 2023	
10.39	Promissory Note dated April 24, 2023 issued by registrant to Eastwind, Ltd.	10-Q	001-35527	10.1	August 14, 2023	
10.40	Promissory Note dated May 26, 2023 issued by registrant to Shigeru Matsuda.	10-Q	001-35527	10.3	August 14, 2023	
10.41	Form of Convertible Promissory Note Due February 24, 2025	8-K	001-35527	4.1	February 26, 2024	
10.42	Exchange Agreement dated as of February 21, 2024	8-K	001-35527	10.1	February 26, 2024	
10.43	Form of Joinder Agreement and Amendment to Transfer Restriction and Voting Agreement	8-K	001-35527	10.2	February 26, 2024	
10.44	Agreement for the Purchase and Sale of Future Receipts with Agile Capital dated May 1, 2024	10-Q	001-35527	10.1	September 10, 2024	
10.45	Agreement for the Purchase and Sale of Future Receipts with Agile Capital dated September 16, 2024	10-Q	001-35527	10.1	November 19, 2024	
10.46	Agreement for the Purchase and Sale of Future Receipts with Agile Capital dated December 2, 2024	10-K	001-35527	10.48	April 14, 2025	
10.47	Agreement for the Purchase and Sale of Future Receipts with Agile Capital dated February 13, 2025	10-Q	001-35527	10.1	May 15, 2025	
10.48	Agreement for the Purchase and Sale of Future Receipts with Agile Capital dated April 29, 2025	10-Q	001-35527	10.1	August 14, 2025	
10.49	Agreement for the Purchase and Sale of Future Receipts with I Fund expert dated June 9, 2025	10-Q	001-35527	10.2	August 14, 2025	
10.50	Agreement for the Purchase and Sale of Future Receipts with Agile Capital dated July 31, 2025	10-Q	001-35527	10.1	November 14,2025	
10.51	Future Receivables Sale and Purchase Agreement with Velocity Capital Group dated September 18, 2025	10-Q	001-35527	10.2	November 14,2025	

Exhibit Number	Exhibit Description	Incorporated by Reference				Filed/ Furnished
		Form	File No.	Exhibit	Filing Date	
10.52	Agreement for the Purchase and Sale of Future Receipts with I Fund expert dated October 1, 2025					*
10.53	Agreement for the Purchase and Sale of Future Receipts with Agile Capital dated October 29, 2025					*
10.54	Agreement for the Purchase and Sale of Future Receipts with Breeze dated December 9, 2025					*
10.55++	License and Exclusive Distribution Agreement dated as of December 24, 2025 between NeoImmuneTech, Inc. and Emmaus Life Sciences, Inc.					*
10.56	Exchange Agreement dated as of December 17, 2025	8-K	001-35527	10.1	December 22, 2025	
19.1	Policy on Insider Trading and Policy Regarding Special Trading Procedures	10-K	001-35527	19.1	March 31, 2023	
21.1	List of Subsidiaries.					*
23.1	Consent of Independent Registered Public Accounting Firm CBIZ CPAs P.C					*
23.2	Consent of Independent Registered Public Accounting Firm Marcum, LLP.					*
31.1	Certification of Chief Executive Officers pursuant to Item 601(b)(31) of Regulation S-K, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.					*
31.2	Certification of Chief Accounting Officer pursuant of Item 601(b)(31) of Regulation S-K, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.					*
32.1	Certification of Chief Executive Officers and Chief Accounting Officer Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.					*

Exhibit Number	Exhibit Description	Incorporated by Reference				Filed/ Furnished
		Form	File No.	Exhibit	Filing Date	
101.INS	Inline XBRL Instance Document (embedded within the Inline XBRL document)					
101.SCH	Inline XBRL Taxonomy Extension Schema Document					
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)					

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+ Management contract or compensatory plan, contract or arrangement

* Filed herewith.

++ Certain portions of this exhibit have been redacted pursuant to Item 601(b)(10)(iv) of Regulation S-K. The omitted information is (i) not material and (ii) would likely cause competitive harm to the Company if publicly disclosed. The Company agrees to furnish supplementally an unredacted copy of the exhibit to the SEC upon its request.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Torrance, California.

Emmaus Life Sciences, Inc.

By:	*/s/ Willis C. Lee*
	Willis C. Lee
Title:	Chairman, Chief Executive Officer (Principal Executive Officer)
Date	March 30, 2026

By:	*/s/ Hiroko Huynh*
	Hiroko Huynh
Title:	Chief Accounting Officer (Principal Financial and Accounting Officer)
Date	March 30, 2026

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Willis C. Lee as his attorney-in-fact, with the power of substitution, for him in any and all capacities, to sign any amendments to this Annual Report on Form 10-K, and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that each of said attorneys-in-fact, or his substitute or substitutes, may do or cause to be done by virtue hereof.

By:	*/s/ Jon Kuwahara*
	Jon Kuwahara
Title:	Director
Date	March 30, 2026

By:	*/s/ Wei Peu Zen*
	Wei Peu Zen
Title:	Director
Date	March 30, 2026

INDEX TO FINANCIAL STATEMENTS

EMMAUS LIFE SCIENCES, INC.

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors of
Emmaus Life Sciences, Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheet of Emmaus Life Sciences, Inc. (the "Company") as of December 31, 2025, the related consolidated statements of operations and comprehensive loss, changes in stockholders' deficit and cash flows for the year ended December 31, 2025, and the related notes (collectively referred to as the "financial statements"). In our opinion, based on our audit, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2025, and the results of its operations and its cash flows for the year ended December 31, 2025, in conformity with accounting principles generally accepted in the United States of America.

Going Concern

The accompanying consolidated financial statements have been prepared assuming that the Company will continue as a going concern. As more fully described in Note 2, the Company has a significant working capital deficiency, has incurred significant losses and needs to raise additional funds to meet its obligations and sustain its operations. These conditions raise substantial doubt about the Company's ability to continue as a going concern. Management's plans in regard to these matters are also described in Note 2. The consolidated financial statements do not include any adjustments that might result from the outcome of this uncertainty.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audit. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) ("PCAOB") and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audit we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audit included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audit also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audit provides a reasonable basis for our opinion.

Critical Audit Matters

The critical audit matters communicated below are matters arising from the current period audit of the financial statements that were communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

Variable Considerations

Description of the Matter

As described in Note 2 to the consolidated financial statements, Revenue from product sales is recorded at the transaction price, net of estimates for variable consideration consisting of sales discounts, returns, government rebates, chargebacks and commercial discounts. The Company recorded sales deductions of approximately $4.0 million for the year ended of December 31, 2025. Actual amounts of consideration ultimately received may differ from estimates. If actual results vary materially from estimates, the Company will adjust these estimates, which will affect net sales of the products and results from operations in the period such estimates are adjusted.

We identified the determination of variable consideration as a critical audit matter. Significant judgment is exercised by the Company in estimating variable consideration when determining the amount of revenue to recognize. Given these factors, the related audit effort in evaluating management’s judgments in determining the amount of variable consideration used to determine the transaction price was extensive and required a high degree of auditor judgment.

How We Addressed the Matter

- Obtained an understanding of the Company's process and controls related to the determination of sales deductions;
- Evaluated the Company’s accounting policies related to the determination of variable consideration in the calculation of the transaction price;
- Evaluated the reasonableness of management’s estimate of variable consideration in accordance with their accounting policies based on contractual terms and historical data and variable consideration estimates;
- Tested variable consideration amounts on a sample basis by recalculating recorded amounts based on contractual terms; and
- Tested the mathematical accuracy of management’s calculations of net revenue and the associated timing of net revenue recognized in the consolidated financial statements.

Investment in Convertible Bond

Description of the Matter

As described in Note 5 to the consolidated financial statements, the Company purchased a convertible bond and classified the bond as an available for sale security that is remeasured at fair value on a recurring basis. The fair value of the convertible bond was approximately $13.0 million as of December 31, 2025. The fair

value was determined using a Lattice pricing model and the change in fair value was recorded as part of other comprehensive loss.
We identified the determination of the fair value using the binomial lattice model as a critical audit matter. Significant judgment is exercised by the Company in determining the fair value of the convertible bond. Given these factors, the related audit effort in evaluating management's judgments in determining the fair value of the convertible bond was complex and required a high degree of auditor judgment.

How We Addressed the Matter

- Obtained an understanding of the Company's process of accounting for convertible bond;
- Obtained and reviewed the agreements;
- Evaluated the methods and significant assumptions used by the Company's valuation professional;
- Tested the accuracy and the completeness of the underlying data and the mathematical accuracy of the valuation report;
- Utilized auditor's valuation specialist to assist in the evaluation of the methodology used by the Company and assumptions included in determining the fair value of the convertible bond; and
- Evaluated the related disclosures in the consolidated financial statements.

/s/ CBIZ CPAs P.C.

CBIZ CPAs P.C.

We have served as the Company's auditor since 2024 (such date takes into account the acquisition of the attest business of Marcum LLP by CBIZ CPAs P.C. effective November 1, 2024).

Costa Mesa, California
March 30, 2026

Report of Independent Registered Public Accounting Firm

To the Shareholders and Board of Directors of
Emmaus Life Sciences, Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheet of Emmaus Life Sciences, Inc. (the "Company") as of December 31, 2024, the related consolidated statements of operations and comprehensive loss, changes in stockholders' deficit and cash flows for the year in the period ended December 31, 2024, and the related notes (collectively referred to as the "financial statements"). In our opinion, based on our audit, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2024, and the results of its operations and its cash flows for year in the period ended December 31, 2024, in conformity with accounting principles generally accepted in the United States of America.

Going Concern

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As more fully described in Note 2, the Company has a significant working capital deficiency, has incurred significant losses and needs to raise additional funds to meet its obligations and sustain its operations. These conditions raise substantial doubt about the Company's ability to continue as a going concern. Management's plans in regard to these matters are also described in Note 2. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audit. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) ("PCAOB") and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audit we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audit included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audit also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audit provide a reasonable basis for our opinion.

/s/ Marcum LLP

Marcum LLP

We have served as the Company's auditor from 2024 through 2025.

Costa Mesa, CA
April 14, 2025

EMMAUS LIFE SCIENCES, INC.
CONSOLIDATED BALANCE SHEETS
(In thousands, except share and per share amounts)

	As of	
	December 31, 2025	**December 31, 2024**
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	$ 2,127	$ 1,389
Accounts receivable, net	2,804	2,623
Inventories, net	1,555	1,635
Prepaid expenses and other current assets	1,260	1,120
Total current assets	7,746	6,767
Property and equipment, net	113	46
Right of use assets	766	1,530
Investment in convertible bond	12,604	15,037
Other assets	207	222
Total assets	$ 21,436	$ 23,602
LIABILITIES AND STOCKHOLDERS' DEFICIT		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	$ 22,615	$ 16,926
Operating lease liabilities, current portion	348	2,423
Conversion feature derivative, notes payable	—	162
Other current liabilities	17,565	16,557
Warrant derivative liabilities	13	8
Notes payable, current portion, net of discount	8,019	7,093
Notes payable to related parties	3,132	3,372
Convertible notes payable, net of discount	17,380	17,014
Total current liabilities	69,072	63,555
Operating lease liabilities, less current portion	1,409	815
Other long-term liabilities	12,292	13,465
Notes payable to related parties, net of discount	2,271	2,246
Total liabilities	85,044	80,081
Commitments and contingent liabilities (Note 11)		
STOCKHOLDERS' DEFICIT		
Preferred stock, par value $0.001 per share, 15,000,000 shares authorized, none issued or outstanding	—	—
Common stock, par value $0.001 per share, 250,000,000 shares authorized, 70,188,263 and 63,865,571 shares issued and outstanding at December 31, 2025 and December 31, 2024, respectively	70	64
Additional paid-in capital	225,987	225,896
Net loan receivable from EJ Holdings	(16,869)	(16,869)
Accumulated other comprehensive loss	(2,729)	(2,995)
Accumulated deficit	(270,067)	(262,575)
Total stockholders' deficit	(63,608)	(56,479)
Total liabilities and stockholders' deficit	$ 21,436	$ 23,602

The accompanying notes are an integral part of these consolidated financial statements.

EMMAUS LIFE SCIENCES, INC.
CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE LOSS
(In thousands, except share and per share amounts)

	Years Ended December 31,	
	2025	**2024**
REVENUES, NET	$ 12,453	$ 16,653
COST OF GOODS SOLD	857	1,201
GROSS PROFIT	11,596	15,452
OPERATING EXPENSES		
Research and development	313	657
Selling	2,873	6,002
General and administrative	8,179	10,687
Total operating expenses	11,365	17,346
INCOME (LOSS) FROM OPERATIONS	231	(1,894)
OTHER INCOME (EXPENSE)		
Loss on debt extinguishment	(1,363)	—
Change in fair value of warrant derivative liabilities	(5)	57
Change in fair value of conversion feature derivative, notes payable	162	291
Realized loss on investment in convertible bond	(531)	(544)
Gain on restructured debt	—	1,032
Gain (loss) on lease modification	861	(4)
Foreign exchange gain (loss)	26	(148)
Interest and other income (net)	270	278
Interest expense	(7,134)	(5,492)
Total other expense	(7,714)	(4,530)
LOSS BEFORE INCOME TAXES	(7,483)	(6,424)
Income tax provision	9	29
NET LOSS	(7,492)	(6,453)
COMPONENTS OF OTHER COMPREHENSIVE LOSS		
Unrealized gain (loss) on debt securities available for sale (net of tax)	(84)	(3,086)
Reclassification adjustment for loss included in net loss	354	197
Foreign currency translation adjustments	(4)	54
Other comprehensive income (loss)	266	(2,835)
COMPREHENSIVE LOSS	$ (7,226)	$ (9,288)
NET LOSS PER COMMON SHARE - BASIC AND DILUTED	$ (0.12)	$ (0.10)
WEIGHTED-AVERAGE COMMON SHARES OUTSTANDING BASIC AND DILUTED	64,038,795	63,234,789

The accompanying notes are an integral part of these consolidated financial statements.

EMMAUS LIFE SCIENCES, INC.
CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' DEFICIT
(In thousands, except share and per share amounts)

	Common stock		Additional paid-in	Loan receivable from EJ Holdings	Accumulated other comprehensive	Accumulated	Total stockholders'
	Shares	Amount	capital		loss	deficit	deficit
Balance, January 1, 2024	61,845,963	$ 62	$ 225,333	$ (16,869)	$ (160)	$ (256,122)	(47,756)
Convertible and promissory notes converted to shares	2,019,608	2	307	—	—	—	309
Share-based compensation	—	—	256	—	—	—	256
Unrealized gain on debt securities available for sale (net of tax)	—	—	—	—	(3,086)	—	(3,086)
Reclassification adjustment for loss included in net loss	—	—	—	—	197	—	197
Foreign currency translation effect	—	—	—	—	54	—	54
Net loss	—	—	—	—	—	(6,453)	(6,453)
Balance, December 31, 2024	63,865,571	64	225,896	(16,869)	(2,995)	(262,575)	(56,479)
Convertible notes converted to shares	6,322,692	6	66	—	—	—	72
Share-based compensation	—	—	25	—	—	—	25
Unrealized gain on debt securities available for sale	—	—	—	—	(84)	—	(84)
Reclassification adjustment for loss included in net loss	—	—	—	—	354	—	354
Foreign currency translation effect	—	—	—	—	(4)	—	(4)
Net loss	—	—	—	—	—	(7,492)	(7,492)
Balance, December 31, 2025	70,188,263	$ 70	$ 225,987	$ (16,869)	$ (2,729)	$ (270,067)	$ (63,608)

The accompanying notes are an integral part of these consolidated financial statements.

EMMAUS LIFE SCIENCES, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)

	Years Ended December 31,	
	2025	2024
CASH FLOWS FROM OPERATING ACTIVITIES		
Net loss	$ (7,492)	$ (6,453)
Adjustments to reconcile net loss to net cash flows used in operating activities		
Depreciation and amortization	39	22
Inventory reserve	111	58
Amortization of discount of notes payable and convertible notes payable	560	708
Foreign exchange adjustments	(38)	(245)
Realized loss on investment in convertible bond	531	544
Loss on debt extinguishment	1,363	—
Gain on restructured debt	—	(1,032)
(Gain) loss on leased assets	(861)	4
Share-based compensation	25	256
Change in fair value of warrant derivative liabilities	5	(57)
Change in fair value of conversion feature derivative, notes payable	(162)	(291)
Net changes in operating assets and liabilities		
Accounts receivable	(182)	2,900
Inventories	(21)	7
Prepaid expenses and other current assets	(140)	605
Other non-current assets	323	868
Accounts payable and accrued expenses	6,456	1,300
Other liabilities	(184)	(1,990)
Operating lease liabilities	(344)	510
Net cash flows used in operating activities	(11)	(2,286)
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from sale of convertible bond	2,172	2,508
Sales of property and equipment	—	4
Purchases of property and equipment	(1)	(12)
Net cash flows provided by investing activities	2,171	2,500
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from notes payable issued	7,908	4,111
Payments of notes payable	(8,883)	(4,509)
Payments of notes payable, related party	(240)	(500)
Payments of convertible notes	(210)	(455)
Net cash flows used in financing activities	(1,425)	(1,353)
Effect of exchange rate changes on cash	3	(19)
Net increase (decrease) in cash and cash equivalents	738	(1,158)
Cash and cash equivalents, beginning of year	1,389	2,547
Cash and cash equivalents, end of year	$ 2,127	$ 1,389
SUPPLEMENTAL DISCLOSURES OF CASH FLOW ACTIVITIES		
Interest paid	$ 2,528	$ 2,246
Income taxes paid (refunded)	$ 23	$ 48
NON-CASH INVESING AND FINANCING ACTIVITIES		
Conversion of convertible note payable to common stock	$ 2,400	$ 260

The accompanying notes are an integral part of these consolidated financial statements.

NOTE 1—DESCRIPTION OF BUSINESS

References herein to the "Company" or "Emmaus" means Emmaus Life Sciences, Inc. and its direct and indirect subsidiaries.

Nature of Business—The Company is a commercial-stage biopharmaceutical company engaged in the discovery, development, marketing and sales of the Company's lead product Endari® (prescription grade L-glutamine oral powder), which is approved by the U.S. Food and Drug Administration, or FDA, to reduce the acute complications of sickle cell disease ("SCD") in adult and pediatric patients five years of age and older. Endari® has received Orphan Drug designation from the FDA which designation generally affords marketing exclusivity for Endari® in the U.S. for a seven-year period ended in July 2024. In December 2025, the Company entered into a License and Exclusive Distribution Agreement, or License Agreement, with NeoImmuneTech, Inc., or NIT, pursuant to which the Company granted NIT, subject to the occurrence of the "Effective Date" of the License Agreement, an exclusive license to our rights to market, sell, and distribute Endari® and any generic equivalents the Company may develop in sickle cell disease, or the field, in the U.S. and its territories and possessions and Canada, or the territory, in exchange for an upfront cash payment, a double digit percentage royalty on NIT's sales of the licensed products and a double digit percentage of any NIT sublicenses of rights to the products. Of the upfront payment, somewhat less than half was paid in cash upon execution of the License Agreement, with the balance payable in cash upon the "Effective Date" of the License Agreement. The upfront cash payment is refundable by the Company under certain circumstances described in the License Agreement. The Company agreed in the License Agreement to use a portion of the upfront payment payable upon the Effective Date to subscribe to purchase shares of NIT capital stock.

In connection with the License Agreement, the Company and NIT entered into an Exclusive Supply Agreement pursuant to which the Company agrees to supply exclusively to NIT, and NIT agrees, subject to certain exceptions, to purchase exclusively from the Company all NIT's requirements for the products in the field in the territory at a purchase price based upon the cost of production plus a specified double digit percentage margin.

Pending the Effective Date, NIT has hired selected members of the Company's U.S. sales force and the Company has entered into a sales services agreement with NIT under which it will render sales and marketing services for Endari® in the field in the territory in exchange for the payment of quarterly fees in the low-to-mid six figures. The Company will continue to realize all revenues from sales of Endari® in the territory pending the Effective Date.

The Effective Date is subject to NIT's obtaining the necessary regulatory approvals and licensing to sell and distribute the licensed products and other specified conditions, and there is no assurance that the Effective Date will occur. The License Agreement may be terminated by either party if the Effective Date has not occurred by the October 1, 2026, subject to certain exceptions, in which case all rights to the licensed products will revert to the Company. Once the Effective Date occurs, the rights granted to NIT under the License Agreement will become nonexclusive if NIT fails to generate annual minimum sales of the licensed products in the low seven figures. Following the Effective Date, the License Agreement may be terminated by either party in the event of a breach by the other party and other specified events.

Under the License Agreement, each party is entitled to make improvements to the licensed products and to own their respective improvements, subject to the grant of appropriate cross-rights to any such improvements. The Company retains all rights in the licensed products outside the field and outside the territory.

NIT has no experience is marketing brand name or generic pharmaceuticals in the U.S. or elsewhere, and if the Effective Date occurs there is no assurance that it will be able to successfully market and distribute Endari® or other licensed products. If the Effective Date does not occur, we will consider alternative strategies for marketing and selling Endari® and any generic equivalents we may develop in the U.S. and other markets in the territory.

Endari® is reimbursable by the Centers for Medicare and Medicaid Services, and every state provides coverage for Endari® for outpatient prescriptions to all eligible Medicaid enrollees within their state Medicaid programs. Endari® is also reimbursable by many commercial payors. The Company has agreements in place with the nation's leading distributors, as well as physician group purchasing organizations and pharmacy benefits managers, making Endari® available at selected retail and specialty pharmacies nationwide which are expected to be assigned and assumed by NIT in connection with the Effective Date of the License Agreement.

Following the Effective Date of the License Agreement, our revenues from U.S. operations will depend upon sales of Endari® to NIT under the exclusive supply agreement and on royalties from NIT's sales of Endari® in the territory.

NOTE 2—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of presentation—The accompanying consolidated financial statements have been prepared in accordance with generally accepted accounting principles ("GAAP").

Going concern— The accompanying consolidated financial statements have been prepared on the basis that the Company will continue as a going concern. The Company incurred a net loss of $7.5 million for the year ended December 31, 2025 and had a working capital deficit of $61.3 million, and accumulated deficit was $270.1 million as of December 31, 2025. Management expects that the Company's current liabilities, operating losses and expected capital needs, including debt service on its existing indebtedness and the expected costs relating to the commercialization of Endari® in the Middle East North Africa ("MENA") region and elsewhere will exceed its existing cash balances and cash expected to be generated from operations for the foreseeable future. To meet the Company's current liabilities and future obligations, the Company will need to restructure or refinance its existing indebtedness and raise additional funds through related-party loans, third-party loans, equity and debt financings or licensing or other strategic agreements. Except the licensing arrangement described under "Note 3 - Revenues, net," the Company has no understanding or arrangement for any additional financing, and there can be no assurance that the Company will be able to restructure or refinance its existing indebtedness or obtain additional related-party or third-party loans or complete any additional equity or debt financings on favorable terms, or at all, or enter into licensing or other strategic arrangements. Due to the uncertainty of the Company's ability to meet its current liabilities and operating expenses, there is substantial doubt about the Company's ability to continue as a going concern for 12 months from the date that these consolidated financial statements are issued. The consolidated financial statements do not include any adjustments that might result from the outcome of these uncertainties.

Principles of consolidation—The consolidated financial statements include the accounts of the Company and its wholly-owned subsidiary, EMI Holding, Inc. and EMI Holding's wholly-owned subsidiary, Emmaus Medical Inc., and Emmaus Medical, Inc's wholly-owned subsidiaries. All significant intercompany transactions have been eliminated.

Estimates—Financial statements prepared in accordance with GAAP require management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Significant estimates made by management include those relating to revenue recognition on product sales, the variables used to calculate the valuation of investment in convertible bond, stock options and warrants, and estimated accruals including variable considerations on an ongoing basis. The Company bases its estimates on historical experience and on various other assumptions that management believes to be reasonable under the circumstances. Actual results could differ from those estimates under different assumptions or conditions. To the extent there are material differences between these estimates and actual results, the Company's financial statements will be affected.

Revenue recognition— The Company realizes net revenues primarily from sales of Endari® to distributors and specialty pharmacy providers. Distributors resell Endari® to other pharmacy and specialty pharmacy providers, health care providers, hospitals, and clinics. In addition to agreements with these distributors, the Company has contractual arrangements with specialty pharmacy providers, in-office dispensing providers, physician group purchasing organizations, pharmacy benefits managers and government entities that provide for government-mandated or privately negotiated rebates, chargebacks and discounts with respect to the purchase of Endari®. These various discounts, rebates, and chargebacks are referred to as "variable consideration." Revenue from product sales is recorded net of variable consideration.

Under ASC 606 *Revenue from Contracts with Customers*, the Company recognizes revenue when its customers obtain control of the Company's product, which typically occurs on delivery. Revenue is recognized in an amount that reflects the consideration that the Company expects to receive in exchange for the product, or transaction price. To determine revenue recognition for contracts with customers within the scope of ASC 606, the Company performs the following 5 steps: (i) identify the contract(s) with a customer; (ii) identify the performance obligations in the contract; (iii) determine the transaction price; (iv) allocate the transaction price to the Company's performance obligations in the contract; and (v) recognize revenue when (or as) the Company satisfies the relevant performance obligations.

Revenue from product sales is recorded at the transaction price, net of estimates for variable consideration consisting of sales discounts, returns, government rebates, chargebacks and commercial discounts. Variable consideration is estimated using the expected-value amount method, which is the sum of probability-weighted amounts in a range of possible transaction prices. Actual variable consideration may differ from the Company's estimates. If actual results vary from the Company's estimates,

the Company adjusts the variable consideration in the period such variances become known, which would affect net revenues in that period. The following are our significant categories of variable consideration:

Sales Discounts: The Company affords its customers prompt payment discounts and additional discounts to encourage bulk orders to generate needed working capital.

Product Returns: The Company offers distributors the right to return product purchased principally based upon (i) overstocks, (ii) inactive product or non-moving product due to market conditions, and (iii) expired products. Product return allowances are estimated and recorded at the time of sale.

Government Rebates: The Company is subject to discount obligations under state Medicaid programs and the Medicare Part D prescription drug coverage gap program. Management estimates Medicaid and Medicare Part D prescription drug coverage gap rebates based upon a range of possible outcomes that are probability-weighted for the estimated payor mix. These reserves are recorded in the period in which the related revenues are recognized, resulting in a reduction of product revenues and the establishment of a current liability that is included as an accounts payable and accrued expenses in the consolidated balance sheets. The liability for these rebates consists primarily of estimates of claims expected to be received in future periods related to recognized revenues.

Chargebacks and Discounts: Chargebacks for fees and discounts represent the estimated obligations resulting from contractual commitments to sell products to certain specialty pharmacy providers, in-office dispensing providers, group purchasing organizations, and government entities at prices lower than the list prices charged to distributors. The distributors charge the Company for the difference between what they pay for the products and the Company's contracted selling price to these specialty pharmacy providers, in-office dispensing providers, group purchasing organizations, and government entities. In addition, the Company has contractual agreements with pharmacy benefit managers who charge us for rebates and administrative fee in connection with the utilization of product. These reserves are established in the same period that the related revenues are recognized, resulting in a reduction of revenues. Chargeback amounts are generally determined at the time of resale of products by the distributors.

Following the Effective Date of the License Agreement with NIT, the Company's revenues from U.S. operations will depend upon sales of Endari® to NIT under the exclusive supply agreement and on royalties from NIT's sales of Endari® in the Territory.

Leases — In accordance with ASC 842 *Leases*, the Company determines whether an arrangement is a lease at inception. For leases where the Company is the lessee, right-of-use assets and operating lease liabilities are recognized based on the present value of remaining lease payments over the lease term. When the Company's leases do not provide an implicit rate, the Company uses an estimated incremental borrowing rate based on the information available at lease commencement date in determining the present value of lease payments. Operating lease expense is recognized on a straight-line basis over the lease term. Variable lease costs such as common area costs and other operating costs are expensed as incurred. For all lease agreements, lease and non-lease components are combined. No right-of-use asset and related lease liability are recorded for leases with an initial term of 12 months or less.

Cash and cash equivalents—Cash and cash equivalents include short-term securities, if any, with original maturities of less than ninety days. The Company maintains its cash and cash equivalents at insured financial institutions, the balances of which may, at times, exceed federally insured limits. Management believes that the risk of loss due to uninsured deposit is minimal.

Accounts receivable— Accounts receivables are primarily attributable to product sales to customers. Each reporting period, the Company evaluates the collectability of outstanding receivable balances and records an allowance for credit loss based on an estimate of current expected credit loss. The estimate is based on historical experience, customer creditworthiness, facts and circumstance specific to outstanding balances and payment terms. Provisions are made based upon a specific review of all significant outstanding invoices and the quality and age of those invoices. As of December 31, 2025 and December 31, 2024, the Company recorded no valuation allowances. The Company believes the credit risks associated with its customers are not significant.

Inventories—Inventories consist of raw materials, finished goods and work-in-process and are valued on a first-in, first-out basis at the lesser of cost or net realizable value. Work-in-process inventories consist of L-glutamine for the Company's products that has not yet been packaged and labeled for sale. The Company periodically reviews its inventory and provides for potential obsolescence based on its assessment of market conditions and anticipated demand. Substantially all raw materials purchase during the years ended December 31, 2025 and 2024 were supplied by one supplier.

Prepaid expenses and other current assets— Prepaid expenses and other current assets consist primarily of cost paid for future services or refunds from vendors which will occur within a year. Prepaid expenses include prepayment in insurance, subscription services, consulting and other services which are being amortized over the contract terms or recognized upon services are performed.

Property and equipment, net— Equipment, furniture and fixtures are recorded at historical cost and depreciated on a straight-line basis over their estimated useful lives of five to seven years. Leasehold improvements are recorded at historical cost and amortized on a straight-line basis over the shorter of their estimated useful lives or the lease terms. Maintenance and repairs are expensed as incurred, while major additions and improvements are capitalized. Gains and losses on disposition are included in other income (expenses), if any.

Impairment of long-lived assets—The Company evaluates the carrying value of its long-lived assets for impairment whenever events or changes in circumstances indicate that such carrying values may not be recoverable. Management uses its best judgment based on the current facts and circumstances relating to the Company's business when determining whether any significant impairment factors exist.

If the Company determines that the carrying values of long-lived assets may not be recoverable based upon the existence of one or more indicators of impairment, the Company performs an undiscounted cash flow analysis to determine if impairment exists. If impairment exists, the Company measures the impairment based on the difference between the asset's carrying amount and its fair value, and the impairment is reflected in the consolidated statement of operations in the period in which the long-lived asset impairment is determined to have occurred. No impairment existed as of December 31, 2025 and 2024.

Research and development—Research and development consists of expenditures for the research and development of the Company's products and product candidates, which primarily involve contract research, payroll-related expenses and other related supplies. Research and development costs are expensed as incurred.

Share-based compensation—The Company recognizes compensation cost for share-based compensation awards during the service term of the recipients. The fair value of share-based compensation is calculated using the Black-Scholes-Merton pricing model. The Black-Scholes-Merton model requires subjective assumptions regarding future stock price volatility and expected time to exercise, which greatly affect the calculated values. The expected term of awards granted is calculated using the simplified method allowed under Securities and Exchange Commission ("SEC") Staff Accounting Bulletin Nos. 107 and 110. The risk-free rate used to value any award is based on the U.S. Treasury rate on the grant date that corresponds to the expected term of the award. The expected volatility was adjusted using the historical volatility of the Company's common stock.

Income taxes—The Company accounts for income taxes under the asset and liability method, wherein deferred tax assets and liabilities are recognized for the future tax consequences attributable to the differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period the enactment occurs. A valuation allowance is provided for certain deferred tax assets if it is more likely than not that the Company will not realize tax assets through the generation of future taxable income for the related jurisdictions.

When tax returns are filed, it is highly probable that some positions taken would be sustained upon examination by the taxing authorities, while others are subject to uncertainty about the merits of the position taken or the amount of the position that would be ultimately sustained. The benefit of a tax position is recognized in the financial statements in the period during which, based on all available evidence, management believes it is more likely than not that the position will be sustained upon examination, including the resolution of appeals or litigation processes, if any. Tax positions taken are not offset or aggregated with other positions. Tax positions that meet the more-likely-than-not recognition threshold are recorded at the largest amount of tax benefit that is more than 50 percent likely of being realized upon examination by the applicable taxing authority. The portion of the benefits associated with tax positions taken that exceeds the amount measured as described above is reflected as a liability for unrecognized tax benefits along with any associated interest and penalties that would be payable to the taxing authorities upon examination.

As of December 31, 2025 and 2024, the Company had no unrecognized tax benefits and no positions which, in the opinion of management, would be reversed if challenged by a taxing authority. In the event the Company is assessed interest or penalties, such amounts will be classified as income tax expense in the financial statements.

Comprehensive loss—Comprehensive loss includes net loss and other comprehensive loss relating to foreign translation adjustments of the Company's subsidiaries and the changes in fair value of investment in convertible bond classified as available for sale.

Investment in convertible bond – The Company has measured its investment in convertible bond at fair value. The convertible bond is classified as available for sale and the changes in fair value are reported in other comprehensive loss for each reporting period.

Foreign currency translation—The Company's reporting currency is the U.S. dollar. The functional currencies of its foreign subsidiaries are the primary currencies within the countries in which they operate. Assets and liabilities of their operations are translated into U.S. dollars at period-end exchange rates, and revenues, if any, and expenses are translated into U.S. dollars at average exchange rates in effect during each reporting period. Adjustments resulting from the translation are reported in other comprehensive loss. Capital accounts are translated at historical foreign currency exchange rates.

Financial instruments—Financial instruments included in the financial statements are comprised of cash and cash equivalents, investment in convertible bond, accounts receivable, warrant derivative liabilities, accounts payable, certain accrued liabilities, convertible notes payable, notes payable, conversion feature liabilities and other contingent liabilities.

Fair value measurements—The Company defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date in accordance with ASC 820. The Company measures fair value under a framework that provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are described as follows:

Level 1: Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets.

Level 2: Inputs to the valuation methodology include:

Quoted prices for similar assets or liabilities in active markets;

Quoted prices for identical or similar assets or liabilities in inactive markets;

Inputs other than quoted prices that are observable for the asset or liability; and

Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 inputs must be observable for substantially the full term of the asset or liability.

Level 3: Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The fair value measurement level of an asset or liability within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs. The carrying values of cash and cash equivalents, accounts receivables, other current assets, account payable and accrued expenses, and other current liabilities approximate fair value due to the short-term maturity of those instruments. The fair value of our convertible debt instruments was determined based on Level 2 inputs. The carrying value of the debt was discounted based on allocating proceeds to other financial instruments within the arrangement as discussed in Note 7 to our consolidated financial statements.

The investment in convertible bond, the convertible features on convertible debt instruments and certain outstanding warrants that contain price adjustment provision are remeasured at fair value on a recurring basis using Level 3 inputs. The level 3 inputs in the valuation and valuation methods used are discussed in Note 5, 7 and 8. There are no other assets or liabilities measured at fair value on a recurring basis.

Derivative liability—The Company evaluates its financial instruments including convertible notes to determine if such instruments are derivatives or contain features that qualify as embedded derivatives in accordance with ASC 815. The Company applies significant judgment to identify and evaluate terms and conditions in these contracts and agreements to determine whether embedded derivative exists. If all the requirements for bifurcation are met, embedded derivatives are separately measured from the host contract. Bifurcated embedded derivatives are initially recorded at fair value and then

remeasure at each reporting period, with change in fair value recognized in the consolidated statements of operations. Bifurcated embedded derivative are classified as separate liability in the consolidated balance sheets.

The Company's derivative liability related to the conversion feature embedded in the convertible promissory notes. See note 7 for further details.

Net loss per share— The basic net loss per common share is computed by dividing net loss available to common stockholders by the weighted-average number of common shares outstanding. Dilutive net loss per share is computed in a similar manner, except that the denominator is increased to include the number of additional common shares that would have been outstanding if the potential common shares had been issued and if the additional common shares were dilutive. The following securities were not included diluted shares outstanding because the effect would be anti-dilutive.

	Years Ended December 31,	
	2025	**2024**
Stock options	4,664,742	5,287,284
Warrants	1,000,000	4,625,000
Convertible notes	307,701,076	176,222,145
Total anti-dilutive instrument	313,365,818	186,134,429

Segment reporting—The Company operates and manages its business as a single reportable segment for primarily the marketing and sales of Endari®. In accordance with ASC 280, *"Segment Reporting,"* the determination of a single business segment is consistent with the consolidated financial information regularly provided to the Company's chief operating decision maker ("CODM").

The Company's CODM is its Chief Executive Officer, who reviews and evaluates consolidated income or loss from operations for purposes of evaluating performance, making operating decisions, allocating resources, and planning and forecasting for future periods. The significant components of consolidated income or loss from operations regularly provided to the CODM include revenues, net and the significant expense categories presented in the accompanying consolidated statements of operations and comprehensive loss (i.e., cost of goods sold, research and development, selling, and general and administrative expenses). These are presented at the consolidated level and used by the CODM to monitor budgeted versus actual results to make key operating decisions. The information and operating expense categories presented in the accompanying consolidated statements of operations and comprehensive loss are fully reflective of the significant expense categories and amounts that are regularly provided to the CODM.

The measure of segment assets that is regularly reported to the CODM includes cash and cash equivalent and accounts receivable, net, each as reported on the consolidated balance sheets.

Recently adopted accounting pronouncement— In December 2023, the FASB issued *ASU 2023-09, Improvements to Income Tax Disclosures*, which requires entities to disclose disaggregated information about their effective tax rate reconciliation and income taxes paid. The disclosure requirements will be applied on a prospective basis, with the option to apply them retrospectively. The standard is effective for fiscal years beginning after December 15, 2024, with early adoption permitted. The Company adopted this guidance prospectively. Refer Note 9 for additional information.

Recently issued but not yet adopted accounting pronouncement— In November 2024, the FASB issued *ASU 2024-03, Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses*, which requires disaggregated disclosures in the notes of the financial statements of certain categories of expenses that are included in expense line items on the face of the income statement. Additionally, in January 2025, the FASB issued ASU 2025-01 to clarify the effective date of ASU 2024-03. This ASU is effective for annual periods beginning after December 15, 2026, and interim periods within annual reporting periods beginning after December 15, 2027, on a retrospective or prospective basis, with early adoption permitted. The Company will evaluate the impact adopting the guidance will have on the Company's consolidated financial statements and disclosures.

NOTE 3—REVENUES, NET

Revenues, net by category were as follows (in thousands):

	Years ended December 31,			
	2025		2024	
Endari® - US	$ 9,048	73%	$ 13,478	81%
Endari® - International	3,180	25%	2,669	16%
Other	225	2%	506	3%
Revenues, net	12,453	100%	16,653	100%

The following table summarizes the revenue allowance and accrual activities for the years ended December 31, 2025 and 2024 (in thousands). Approximately $33 thousand of trade discounts, allowances and charge-backs and returns are included in accounts receivable, net and $8.5 million of trade discounts, allowances and charge-backs, government rebates and other incentives, and returns are included in accounts payable and accrued expenses in the consolidated balance sheets:

	Trade Discounts, Allowances and Chargebacks	Government Rebates and Other Incentives	Returns	Total
Balance as of December 31, 2023	$ 1,212	$ 5,658	$ 863	7,733
Provision related to sales in the current year	1,228	3,566	153	4,947
Adjustments related to prior period sales	(72)	23	47	(2)
Credit and payments made	(1,233)	(2,435)	(925)	(4,593)
Balance as of December 31, 2024	1,135	6,812	138	8,085
Provision related to sales in the current year	836	3,033	111	3,980
Adjustments related to prior period sales	(2)	32		30
Credit and payments made	(940)	(1,748)	(71)	(2,759)
Balance as of December 31, 2025	$ 1,029	$ 8,129	$ 178	$ 9,336

The following table summarizes revenue attributable to each of the customers that accounted for 10% or more of net revenues in either of the period shown:

	Years Ended December 31,	
	2025	2024
Customer A	13%	22%
Customer B	23%	23%
Customer C	14%	8%
Customer D	12%	18%
Total	62%	71%

The Company is a party to a 2017 distributor agreement and 2018 amended distributor agreement with Telcon RF Pharmaceutical, Inc., or Telcon, pursuant to which it granted Telcon exclusive rights to the Company's prescription grade L-glutamine ("PGLG") oral powder for the treatment of diverticulosis in South Korea, Japan and China in exchange for Telcon's payment of a $10 million upfront fee and agreement to purchase from the Company specified minimum quantities of the finished product. In a related license agreement with Telcon, the Company agreed to use commercially reasonable best efforts to obtain product registration in these territories within three years of obtaining FDA marketing authorization for PGLG in this indication. Telcon has the right to terminate the distributor agreement in certain circumstances for failure to obtain such product registrations, in which event the Company would be obliged to repay Telcon the $10 million upfront fee. The upfront fee of $10 million is included as unearned revenue in other current liabilities as of December 31, 2025 and 2024. Refer to Notes 11 and 12 for additional details of the Company's agreements with Telcon.

In December 2025, the Company entered into a license and exclusive distribution agreement to NIT in which the Company granted NIT an exclusive license to sell the Company's rights to market, sell, and distribute Endari® and any generic

equivalents, or the Product in sickle cell disease in the U.S. and Canada. Under the agreement, the Company received a portion of upfront fee of $3 million which is included in unearned revenue in other current liabilities as of December 31, 2025.

NOTE 4—SELECTED FINANCIAL STATEMENT ASSETS

Inventories consisted of the following (in thousand):

	As of December 31	
	2025	**2024**
Raw materials and components	$ 1,264	$ 1,147
Work-in-process	26	184
Finished goods	5,343	5,328
Inventory reserve	(5,078)	(5,024)
Total inventories	$ 1,555	$ 1,635

Prepaid expenses and other current assets consisted of the following (in thousands):

	As of December 31	
	2025	**2024**
Prepaid insurance	$ 529	$ 622
Prepaid expenses	372	272
Other current assets	359	226
Total prepaid expenses and other current assets	$ 1,260	$ 1,120

Property and equipment consisted of the following (in thousands):

	As of December 31	
	2025	**2024**
Equipment	$ 423	$ 357
Leasehold improvements	16	15
Furniture and fixtures	30	30
Total property and equipment	469	402
Less: accumulated depreciation	(356)	(356)
Total property and equipment, net	$ 113	$ 46

For the years ended December 31, 2025 and 2024, depreciation expenses were approximately $39 thousand and $22 thousand, respectively reported in general and administrative expenses in the consolidated statements of operations.

NOTE 5 — INVESTMENTS

Investment in convertible bond - On September 28, 2020, the Company entered into a convertible bond purchase agreement pursuant to which it purchased at face value a convertible bond of Telcon in the principal amount of approximately $26.1 million which matures on October 16, 2030 and bears interest at the rate of 2.1% per year, payable quarterly. Beginning October 16, 2021, the Company became entitled on a quarterly basis to call for early redemption of all or any portion of the principal amount of the convertible bond. The convertible bond is convertible at the holder's option at any time and from time to time into common shares of Telcon at an initial conversion price of KRW9,232, or approximately US$8.00 per share. The initial conversion price is subject to downward adjustment on a monthly based on the volume-weighted average market price of Telcon shares as reported on Korean Securities Dealers Automated Quotations ("KOSDAQ") Market and in the event of the issuance of Telcon shares or share equivalents at a price below the market price of Telcon shares and to customary antidilution adjustments upon a merger or similar reorganization of Telcon or a stock split, reverse stock split, stock dividend or similar event. On December 30, 2024, Telcon undertook a reverse stock split at a rate of 1-for-10. The conversion price as of December 31, 2025 is set forth in the "Investment in convertible bond" table below. The convertible bond and any proceeds therefrom, including proceeds from any exercise of the early redemption right described above or the call option described below, are pledged as collateral to secure the Company's obligations under the revised API Supply Agreement with Telcon described in Note 6, 11 and 12.

Concurrent with the purchase of the convertible bond, the Company entered into an agreement dated September 28, 2020 with Telcon pursuant to which Telcon or its designee is entitled to repurchase, at par, up to 50% of the principal amount of the convertible bond at any time and from time to time commencing October 16, 2021 and prior to maturity.

The investment in convertible bond is classified as an available for sale security since management does not have intention to trade nor held until maturity, and measured at fair value on a recurring basis using Level 3 inputs, with any changes in the fair value recorded in other comprehensive loss. The fair value and any changes in fair value in the convertible bond is determined using a binominal lattice model. The model produces an estimated fair value based on changes in the price of the underlying common stock over successive periods of time.

In April 2024, Telcon offset KRW3.5 billion, or approximately $2.5 million, against the principal amount of the Telcon convertible bond and the Company released KRW893 million, or approximately $640,000, in cash proceeds to Telcon in satisfaction of the target shortfall for the year ended 2023. As a result, the Company realized a net loss on investment in convertible bond of $347,000, which previously was classified as unrealized gain (loss) on debt securities available-for-sale in the other comprehensive loss.

In April 2025, Telcon offset KRW3.1 billion, or approximately $2.1 million, against the principal amount of the Telcon convertible bond and the Company released KRW49 million, or approximately $34,000, in cash proceeds to Telcon in satisfaction of the target shortfall for the year ended 2024. As a result, the Company realized a net loss on investment in convertible bond of $177,000, which previously was classified as unrealized gain (loss) on debt securities available-for-sale in the other comprehensive loss.

The following table sets forth the fair value and changes in fair value of the investment in the Telcon convertible bond as of December 31, 2025 and 2024 (in thousands):

Investment in convertible bonds	**December 31, 2025**	**December 31, 2024**
Balance, beginning of year	$ 15,037	$ 20,978
Sales of convertible bond	(2,172)	(2,508)
Net loss on investment in convertible bond	(177)	(347)
Change in fair value included in the statement of other comprehensive loss	(84)	(3,086)
Balance, end of year	$ 12,604	$ 15,037

The fair values as of December 31, 2025 and December 31, 2024 were based upon following assumptions:

	December 31, 2025	**December 31, 2024**
Principal outstanding (South Korean won)	KRW 17.0 billion	KRW 20.1 billion
Stock price	KRW 917	KRW 5870
Expected life (in years)	4.79	5.79
Selected yield	13.50%	9.50%
Expected volatility (Telcon common stock)	67.04%	62.90%
Risk-free interest rate (South Korea government bond)	3.21%	2.78%
Expected dividend yield	—	—
Conversion price	KRW1,000(US$0.69)	KRW5,850(US$3.96)

Equity method investment – During 2018, the Company and Japan Industrial Partners, Inc., or JIP, formed EJ Holdings Inc., or EJ Holdings, to acquire, own and operate an amino acids manufacturing facility in Ube, Japan. In connection with the formation, the Company invested approximately $32,000 in exchange for 40% of EJ Holdings' capital shares. JIP owned 60% of EJ Holdings' capital shares. In October 2018, the Company entered into a loan agreement with EJ Holdings under which the Company made an unsecured loan to EJ Holdings in the amount of $13.6 million. The loan proceeds were used by EJ Holdings to purchase the Ube facility in December 2019 and pay related taxes. The principal (JPY 3,637,335,720) will become due and payable in two equal installments on December 28, 2027 and on September 30, 2028 and bears interest at the rate of 1% payable annually. The parties also contemplated that the Ube facility would eventually supply the Company with the facility’s output of amino acids, that the operation of the facility would be principally for the Company’s benefit and, as such, that major decisions affecting EJ Holdings and the Ube facility would be made by EJ Holdings’ board of directors, a majority of which were representatives of JIP, in consultation with the Company. During the years ended December 31, 2023, the Company made additional loans to EJ Holdings of $2.6 million. The Company suspended further loans to EJ Holdings in September 2023.

EJ Holdings is engaged in seeking to refurbish and phase in the Ube facility with objective of eventually obtaining regulatory clearance for the manufacture of PGLG in accordance with cGMP. EJ Holdings has had no substantial revenues since its inception, has depended on loans from the Company to acquire the Ube facility and fund its operations and will be dependent on loans from other financing unless and until its plant is activated and it can secure customers for its products. There is no assurance that needed funding will be available from other sources. If EJ Holdings fails to obtain needed funding, it may need to suspend activities at the Ube plant.

On December 28, 2023, the Company sold and assigned its EJ Holdings shares at its original cost of JPY3.6 million or US$25,304 to Niihara International, Inc., which was formed by Yutaka Niihara, M.D., Ph. D., former chairman and Chief Executive Officer of the Company and a principal stockholder of the Company. In connection with the sale and assignment, the Company derecognized its investment in EJ Holdings, including $1.5 million of currency translation adjustments recorded in other comprehensive loss. The net loan receivable from EJ Holdings was $16.9 million as reflected in net loan receivable from EJ Holdings as contra-equity on the consolidated balance sheets.

NOTE 6—SELECTED FINANCIAL STATEMENT LIABILITIES

Accounts payable and accrued expenses as of December 31, 2025 and 2024 consisted of the following (in thousands):

	As of December 31,	
	2025	2024
Accounts payable:		
Clinical and regulatory expenses	$ 565	$ 452
Professional fees	927	904
Selling expenses	1,721	1,553
Manufacturing costs	1,466	706
Non-employee director compensation	1,018	966
Other vendors	282	594
Total accounts payable	5,979	5,175
Accrued interest payable, related parties	1,474	1,145
Accrued interest payable	5,841	2,874
Accrued expenses:		
Payroll expenses	452	323
Government rebates and other rebates	8,538	7,229
Other accrued expenses	331	180
Total accrued expenses	9,321	7,732
Total accounts payable and accrued expenses	$ 22,615	$ 16,926

Other current liabilities consisted of the following (in thousands):

	As of December 31	
	2025	2024
Trade discount	$ 3,190	$ 5,000
Unearned revenue (a)	13,000	10,000
Other current liabilities	1,375	1,557
Total other current liabilities	$ 17,565	$ 16,557

(a) Refer Note 3 for information regarding to the unearned revenue.

Other long-term liabilities consisted of the following (in thousands):

	As of December 31	
	2025	2024
Trade discount	$ 12,239	$ 13,421
Other long-term liabilities	53	44
Total other long-term liabilities	$ 12,292	$ 13,465

On June 12, 2017, the Company entered into an API Supply Agreement with Telcon pursuant to which Telcon advanced to the Company approximately $31.8 million as an advance trade discount in consideration of the Company's agreement to

purchase from Telcon the Company's estimated annual target for bulk containers of PGLG. On July 12, 2017, the Company entered into a raw material supply agreement with Telcon which revised certain items of the API Supply Agreement (the "revised API agreement"). As of December 31, 2025 and 2024, the total trade discounts were $15.4 million and $18.4 million, respectively. The Company purchased $1.0 million and $0.4 million of PGLG from Telcon during years ended December 31, 2025, and 2024, respectively, of which $1.1 million and $0.6 million were reflected in accounts payable and accrued expenses as of December 31, 2025 and 2024, respectively. The revised API agreement provided for an annual API purchase target of $5 million and a target "profit" (*i.e.,* gross margin) to Telcon of $2.5 million. To the extent these targets are not met, which management refers to as a "target shortfall," Telcon may be entitled to payment of the target shortfall or to settle the target shortfall by exchange of principal and interest on the Telcon convertible bond and proceeds thereof that are pledged as a collateral to secure the Company's obligations under the API Supply Agreement and the revised API Agreement. See Note 5 for information regarding the settlement in the years ended December 31, 2025 and 2024 of the target shortfall.

NOTE 7—NOTES PAYABLE

Notes payable consisted of the following at December 31, 2025 and 2024 (in thousands except for conversion price and underlying shares) excluding the revolving line of credit agreement with related party discussed below:

Year Issued	Interest Rate Range	Term of Notes	Conversion Price		Principal Outstanding December 31, 2025	Unamortized Discount December 31, 2025	Capitalized amount December 31, 2025	Carrying Amount December 31, 2025	Shares Underlying Notes December 31, 2025
Notes payable									
2013	10%	Due on demand	—		$ 638	$ —	$ —	$ 638	—
2022	10% - 12%	Due on demand	—		505	—	—	505	—
2023	11%	Due on demand	—		3,093	—	—	3,093	—
2024	30%	Due on demand	—		1,400	—	—	1,400	—
2025	44% - 59%	18-37 weeks	—		2,574	191	—	2,383	—
					$ 8,210	**$ 191**	**$ —**	**$ 8,019**	**—**
		Current			$ 8,210	$ 191	$ —	$ 8,019	—
Notes payable - related parties									
2020	12%	Due on demand	—		100	—	—	100	—
2021	12%	Due on demand	—		700	—	—	700	—
2022	10%-12%	Due on demand - 5 years	—		4,076	50	—	4,026	—
2023	10%-60%	Due on demand	—		577	—	—	577	—
					$ 5,453	**$ 50**	**$ —**	**$ 5,403**	**—**
		Current			$ 3,132	$ —	$ —	$ 3,132	—
		Non-current			$ 2,321	$ 50	$ —	$ 2,271	—
Convertible notes payable									
2021	10%	Due on Demand	$ 0.01		685	—	—	685	102,887,683
2023	13%	Due on Demand	$ 10.00	(a)	3,150	—	—	3,150	419,338
2023	10%	Due on Demand	$ 0.29		1,000	—	—	1,000	4,813,393
2024	12%	Due on Demand	$ 0.01		8,630	—	3,915	12,545	200,000,000
					$ 13,465	**$ —**	**$ 3,915**	**$ 17,380**	**308,120,414**
		Current			$ 13,465	$ —	$ 3,915	$ 17,380	308,120,414
		Grand Total			**$ 27,128**	**$ 241**	**$ 3,915**	**$ 30,802**	**308,120,414**

Year Issued	Interest Rate Range	Term of Notes	Conversion Price	Principal Outstanding December 31, 2024	Unamortized Discount December 31, 2024	Capitalized Accrued Interest December 31, 2024	Carrying Amount December 31, 2024	Shares Underlying Notes December 31, 2024
Notes payable								
2013	10%	Due on demand	—	$ 638	$ —	$ —	$ 638	—
2022	10% - 12%	Due on demand	—	505	—	—	505	—
2023	10% - 13%	Due on demand	—	3,200	—	—	3,200	—
2024	30%-48%	Due on demand -34 weeks	—	2,854	104	—	2,750	—
				$ 7,197	**$ 104**	**$ —**	**$ 7,093**	**—**
		Current		$ 7,197	$ 104	$ —	$ 7,093	—
		Non-current						—
Notes payable - related parties								
2020	12%	Due on demand	—	100	—	—	100	—
2021	12%	Due on demand	—	700	—	—	700	—
2022	10%-12%	Due on demand - 5 years	—	4,316	75	—	4,241	—
2023	10%-60%	Due on demand	—	577	—	—	577	—
				$ 5,693	**$ 75**	**$ —**	**$ 5,618**	**—**
		Current		$ 3,372	$ —	$ —	$ 3,372	—
		Non-current		$ 2,321	$ 75	$ —	$ 2,246	—
Convertible notes payable								
2021	2%	Due on Demand	$ 0.03	895	—	—	895	39,455,164
2023	13%	Due on Demand	$ 10.00 (a)	3,150	—	—	3,150	378,388
2023	10%	Due on Demand	$ 0.29	1,000	—	—	1,000	3,905,526
2024	10%	1 year	$ 0.03	11,030	—	939	11,969	132,861,455
				$ 16,075	**$ —**	**$ 939**	**$ 17,014**	**176,600,533**
		Current		$ 16,075	$ —	$ 939	$ 17,014	176,600,533
		Grand Total		**$ 28,965**	**$ 179**	**$ 939**	**$ 29,725**	**176,600,533**

(a) This note is convertible into shares of EMI Holding, Inc., a wholly owned subsidiary of Emmaus Life Sciences, Inc.

The weighted-average stated interest rate of notes payable was 15% and 13%, respectively, for the years ended December 31, 2025 and 2024. The weighted-average effective interest rate of notes payable for the years ended December 31, 2025 and 2024 was 18% and 16%, respectively, after giving effect to discounts relating to warrants, conversion features and deferred financing cost in connection with these notes.

As of December 31, 2025, future contractual principal payments due on notes payable were as follows (in thousands):

Year Ending	
2026	$ 24,807
2027	2,321
2028	—
2029	—
2030	—
Total	$ 27,128

On February 9, 2021, the Company entered into a securities purchase agreement in which the Company sold and issued to purchasers in a private placement pursuant to Rule 4(a)(2) of the Securities Act of 1933, as amended, and Regulation D thereunder approximately $14.5 million principal amount of convertible promissory notes of the Company at face value.

Commencing one year from the original issue date, the convertible promissory notes became convertible at the option of the holder into shares of the Company's common stock at an initial conversion price of $1.48 per share, which equaled the "Average volume-weighted average price" ("Average VWAP") of the Company's common stock on the effective date. The initial conversion price is subject to adjustment as of the end of each three-month period following the original issue date, commencing May 31, 2021, to equal the Average VWAP as of the end of such three-month period if such Average VWAP is less than the then-conversion price. There is no floor on the conversion price. The conversion price will be subject to further adjustment in the event of a stock split, reverse stock split or certain other events specified in the convertible promissory notes. In April 2024, $260 thousand principal amount plus accrued interest was converted into 2,019,608 shares of the Company's stock. In December 2025, the Company entered into Exchange Agreement with the convertible note holder to

which it agreed to issue 6,322,692 shares of the Company's stock in exchange of $2.4 million principal amount. Management accounted this transaction as troubled debt restructuring under ASC 470-60 since the Company was experiencing financial difficulty and the effective borrowing rate on the new debt is less than the effective borrowing rate on the original debt. As a result, the Company recognized fair value of equity approximately $72 thousand in additional paid in capital and deferred recognizing $2.4 million gain on restructured debt until the note is fully settled. For the year ended December 31, 2025 and 2024, the Company repaid $210 thousand and $455 thousand of the convertible promissory notes, respectively. As of December 31, 2025, the conversion price of the convertible promissory notes was $0.01 per share.

The convertible promissory notes bear interest at the rate of 2% per year (10% in case of default), payable semi-annually on the last business day of August and January of each year and will mature on the 3rd anniversary of the original issue date, unless earlier converted or prepaid. The convertible promissory notes are prepayable in whole or in part at the election of the holders. The convertible promissory notes are general, unsecured obligations of the Company.

In February and March 2024, Company entered into Exchange Agreements (the "Exchange Notes") with certain convertible notes holders pursuant to which it agreed to issue total of $11.1 million principal amount of convertible promissory notes of the Company due one year from issuance of the Exchange Notes in exchange for the surrender for cancellation and satisfaction in full of a like principal amount of our outstanding convertible promissory notes due in 2024. The surrendered notes bore interest at the annual rate of 2%, payable semi-annually, and were convertible at the election of the holder into shares of the Company's common stock at the conversion rate of $0.13 per share. The Exchange Notes bear interest at the annual rate of 10% and are convertible into shares of the Company’s common stock at an initial conversion rate of $0.13 per share, subject to decrease, but not increase, at the end of each three-month period from issuance to equal the VWAP (as defined) of the Company’s common stock and to adjustment in the event of a stock split, reverse stock split and similar events. The principal amount of and accrued interest on the Exchange Notes will be payable in two equal semi-annual installments. No additional consideration was paid in connection with the exchange. The convertible promissory notes are general, unsecured obligations of the Company. Management evaluated if the transaction qualified as troubled debt restructuring under ASC 470-60. Since the Company was experiencing financial difficulty and the effective borrowing rate on the restructured debt is less than the effective borrowing rate on the original debt, this transaction was accounted for as a troubled debt restructuring. As a result, the Company recorded a gain on restructured debt of $1.0 million in the consolidated statement of operations for the year ended December 31, 2024. As of December 31, 2025, $8.6 million principal amount of the Exchange Notes was due and payable on demand.

The conversion feature of the original convertible promissory notes and the Exchange Notes is separately accounted for at fair value as a derivative liability under guidance in ASC 815 that is remeasured at fair value on a recurring basis using Level 3 inputs, with any changes in the fair value of the conversion feature liability recorded in the statements of operations. As of December 31, 2025, the convertible promissory note became due and the conversion rate exceeded stock price and, therefore, the fair value of conversion feature was determined to be zero.

The following table sets forth the fair value of the conversion feature liability as of December 31, 2025 and December 31, 2024 (in thousands):

Conversion feature liability	**December 31, 2025**	**December 31, 2024**
Balance, beginning of year	$ 162	$ 451
Change in fair value included in the statement of operations	(162)	(289)
Balance, end of year	$ —	$ 162

The fair value and any change in fair value of conversion feature liability are determined using a binomial lattice model. The model produces an estimated fair value based on changes in the price of the underlying common stock.

The fair value as of December 31, 2024 was based upon following assumptions:

Convertible promissory notes	As of December 31, 2024	
Stock price	$	0.01
Conversion price	$	0.03
Select yield		22.70%
Expected volatility		50%
Time until maturity (in years)		0.14
Dividend yield		—
Risk-free rate		4.42%

In March 2023, Dr. Niihara and his wife and Hope International Hospice, Inc., loaned the Company $127 thousand and $100 thousand, respectively. Both loans are due on demand and bear interest at the rate of 10% annum.

In July 2023, Emmaus Medical reentered into a new Revenue Purchase Agreement pursuant to which it sold and assigned $828 thousand of future receipt in exchange for repayment of $204 thousand indebtedness from the previous agreement and net cash proceeds of approximately $300 thousand Under the new agreement, the Company agreed to pay the third party approximately $26 thousand weekly until the Future Receipts have been collected. In February 2024, the Company repaid all balance in accordance with the agreement.

In September 2023, the Company entered into a Business Loan and Security Agreement with a third-party lender pursuant to which the lender loaned the Company $2.2 million, of which the Company received net proceeds of approximately $2.1 million after deduction of the lender's origination fee but without deduction for other transaction expenses. Under the agreement, the Company agree to pay the third party approximately $53 thousand weekly for 56 weeks, or total amount of approximately $3.0 million. The portion of proceeds were used to prepay indebtedness. In October 2024, the company repaid all balance in accordance with the agreement.

In September 2023, Smart Start Investments Limited, of which Wei Pei Zen is a director and 9.96% shareholder, loaned the Company the principal amount of $1 million in exchange for a convertible promissory note of the Company. The convertible promissory note was due on September 5, 2024, bore interest at the annual rate of 10%, payable at maturity, and was convertible at the option of the holder into shares of common stock at a conversion rate of $0.29 a share, subject to adjustment in the event of a stock split, reverse stock split or similar event. On March 5, 2024, the conversion feature of the convertible promissory note no longer met the scope exception in ASC 815-10-15-74 as the investors' Rule 144(d) holding period for the Company ended and separately accounted for at fair value as a derivative liability that is remeasured at fair value on a recurring basis using Level 3 inputs, with any changes in fair value of the conversion feature liability recorded in the condensed consolidated statements of operations. As of March 5, 2024, the fair value of the conversion feature was $2 thousand. In September 2024, the convertible promissory note became due. As of December 31, 2024, the conversion rate exceeds stock price and therefore, the fair value of conversion feature was determined to be zero.

In October 2023, Emmaus Medical entered into a Purchase and Sales of Future Receivables Agreement with a third party pursuant to which it sold and assigned $1.4 million of future receipt (the "Purchased Amount") in exchange for net cash proceeds of $875 thousand. Under the agreement, the Company agreed to pay the third party approximately $81 thousand weekly until the Purchase Amount has collected. In February 2024, the Company repaid all balance in accordance with the agreement.

In November 2023, Emmaus Medical entered into an Agreement for the Purchase and Sale of Future Receipts with a third party pursuant to which it sold and assigned $762 thousand of future receipts (the "Purchase Amount") in exchange for net cash proceeds of $469 thousand. Under the agreement, the Company agreed to pay the third party approximately $49 thousand weekly until the Purchase Amount has been collected. In March 2024, the Company repaid all balances in accordance with the agreement.

In December 2023, Wei Peu Zen, a Director of the Company loaned the Company the principal amount of $700 thousand. The loan was due in two months and bears interest at the rate of 5% per month. In February 2024, the Company repaid $350 thousand in principal plus accrued interest on the loan.

Beginning in February 2024, two related holders of demand promissory notes of the Company in the aggregate principal amount of approximately $2.8 million demanded repayment of the notes plus accrued interest. The Company has

acknowledged its indebtedness to the holders and intends to seek to enter into a plan to repay the notes in installments. To date, the parties have not reached an agreement with respect to repayment of the notes.

In March 2024, Smart Start Investments Limited, of which Wei Peu Zen, a director of the Company is a director and 9.96% shareholder, loaned the Company the principal amount of $1.4 million. The loan was due in two months and bears interest at the rate of 2.5% per month. As of May 2024, the loan became due on demand and default rate of 5.0% per month became applicable.

In May 2024, Emmaus Medical entered into a Sale of Future Receipts Agreement with a third party pursuant to which it sold and assigned $1.6 million of future receipts (the "Purchased Amount") in exchange for net cash proceeds of $1.0 million. Under the agreement, the Company agreed to pay the third party approximately $58 thousand weekly until the Purchased Amount has been collected. In November 2024, the Company repaid all balance in accordance with the agreement.

In September 2024, Emmaus Medical entered into a Sale of Future Receipts Agreement with a third party pursuant to which it sold and assigned $1.3 million of future receipts (the "Purchased Amount") in exchange for net cash proceeds of $800 thousand. Under the agreement, the Company agreed to pay the third party $35 thousand weekly for 10 weeks and $41 thousand weekly thereafter until the Purchase Amount has been collected. In February 2025, the Company repaid in full the outstanding balance of $343 thousand and recognized debt extinguishment loss of $164 thousand as the Company entered into February 2025 loan discussed below.

In October 2024, the Company entered into a Note Amendment Agreement (the “Amendment”) with a third party note holder under which the annual interest rates under promissory notes issued in April 2022 and in April 2023 were reduced to 1% from 10% and 11%, respectively. No issuance costs were incurred in relation to the Amendment, and the remaining terms of the Notes remain in full force and effect. Management evaluated whether the transaction qualified as troubled debt restructuring under ASC 470-60. Since the Company was experiencing financial difficulty and the effective borrowing rate on the restructured debt was less than the effective borrowing rate on the original debt, the transaction was accounted for as a troubled debt restructuring. As the modified undiscounted future cash payments equaled to or exceeded the carrying amount at restructuring for each of the Notes, no gain was recognized on the restructuring.

In December 2024, Emmaus Medical entered into a Sale of Future Receipts Agreement ("December 2024 loan") with a third party pursuant to which it sold and assigned $1.5 million of future receipts (the "Purchased Amount") in exchange for net cash proceeds of $910 thousand. Under the agreement, the Company agreed to pay the third party $43 thousand weekly until the Purchase Amount has been collected. In May 2025, the Company repaid in full the outstanding balance of $412 thousand and recognized debt extinguishment loss of $212 thousand as the Company entered into May 2025 loan discussed below.

In February 2025, the Company entered into an Agreement for the Purchase and Sales of Future Receipts (the "February 2025 loan") with a third party to which it sells $1.9 million of future receipts (the "Purchased Amount") in exchange for net proceeds of $1.3 million with origination fee of $119 thousand. Under the agreement, the Company agreed to pay the third party approximately $49 thousand weekly until the Purchased Amount has been collected. A portion of the net proceeds were used to pay off the September 2024 loan discussed above. In August 2025, the Company repaid in full the outstanding balance of $612,000 and recognized debt extinguishment loss of $296 thousand as the Company entered into August 2025 loan discussed below.

In May 2025, the Company entered into an Agreement ("May 2025 loan") for the Purchase and Sales of Future Receipts with a third party pursuant to which it sells $2.1 million of future receipts (the "Purchase Amount") in exchange for net proceeds of $1.5 million with origination fee of $131 thousand. Under the agreement, the Company agrees to pay the third party approximately $62 thousand weekly until the Purchased Amount has been collected. A portion of the net proceeds were used to pay off the December 2024 loan discussed above. In October 2025, the Company repaid in full the outstanding balance of approximately $648 thousand as the Company entered into October 29, 2025 loan discussed below.

In June 2025, the Company entered into an Agreement for the Future Receivables Sale and Purchase Agreement (the "June 2025 loan") with a third party pursuant to which it sold and assigned $1,012,500 of future receipts (the "Purchased Amount") in exchange for net proceeds of $712,500 with origination fee of $37,550. Under the agreement, the Company agrees to pay the third party approximately $51,000 weekly until the Purchased Amount has been collected. In October 2025, the Company repaid in full the outstanding balance of principal $150 thousand and recognized debt extinguishment loss of $54,000 as the Company entered into October 1, 2025 loan discussed below.

In August 2025, the Company entered into an Agreement for the Purchase and Sale of Future Receipts ("August 2025 loan") with a third party pursuant to which it sold and assigned $1.9 million of future receipts (the "Purchased Amount") in

exchange for net proceeds of $1.2 million, net of an origination fee of $117,000. Under the agreement, the Company agrees to pay the third party approximately $59 thousand weekly until the Purchased Amount has been collected. A portion of the net proceeds were used to pay off the February 2025 loan. In October 2025 the Company repaid in full the outstanding balance of $832 thousand as the Company entered into October 29, 2025 loan discussed below.

In September 2025, the Company entered into a Purchase of Future Receipts Agreement ("September 2025 loan") with a third party. It loaned principal amount of $141 thousand with a financial charge of $65 thousand. Under the agreement, the Company agrees to pay the third party approximately $11 thousand weekly for 18 weeks. As of December 31, 2025, the outstanding balance of the loan was $33 thousand. In January 2026, the Company repaid all balance in accordance with the agreement.

In October 2025, the Company entered into an Agreement for the Purchase and Sale of Future Receipts ("October 1, 2025 loan") with a third party pursuant to which it sold and assigned $938 thousand of future receipts (the "Purchase Amount") in exchange for net proceeds of $641 thousand net of origination fee of $34 thousand. Under the agreement, the Company agrees to pay the third party approximately $52 thousand weekly until the Purchase Amount has been collected. A portion of the net proceeds were used to prepay June 2025 loan. As of December 2025, the outstanding balance of the loan was $174 thousand.

In October 2025, the Company entered into an Agreement for the Purchase and Sale of Future Receipts ("October 29, 2025 loan") with a third party pursuant to which it sold and assigned $3.6 million of future receipts (the "Purchase Amount") in exchange for net proceeds of $2.3 million net of origination fee of $250 thousand. Under the agreement, the Company agrees to pay the third party approximately $94 thousand weekly until the Purchase Amount has been collected. A portion of the net proceeds were used to prepay the May 2025 and August 2025 loan and the Company recognized debt extinguishment of $637 thousand. As of December 31, 2025, the outstanding balance of the loan was $2.0 million.

In December 2025, the Company entered into an Agreement for the Purchase and Sale of Future Receipts ("December 2025 loan") with a third party pursuant to which it sold and assigned $750 thousand of future receipts (the "Purchase Amount") in exchange for net proceeds of $455 thousand net of origination fee of $45 thousand. Under the agreement, the Company agrees to pay the third party approximately $54 thousand weekly until the Purchase Amount has been collected. As of December 31, 2025, the outstanding balance of the loan was $393 thousand. In Feburary 2026, the Company repaid in full the outstanding balance as the Company entered into a new loan discussed in Note 14.

Except as otherwise indicated above, the proceeds of the foregoing loans and other arrangements were used to augment the Company's working capital. See Note 14 for more information regarding notes payable agreements entered subsequent to December 31, 2025.

NOTE 8—STOCKHOLDERS' DEFICIT

On January 12, 2023, the Company also granted two consultants to the Company five-year warrants to purchase up to 250,000 shares of common stock each at an exercise price of $0.50 a share. On January 27, 2023, the Company granted a consulting company a five-year warrant to purchase up to 500,000 shares of common stock at an exercise price of $0.47 a share. The warrants are subject to adjustment in the event of a stock split, reverse stock split and similar events. The fair value of the warrants was determined using the Black-Scholes Merton option pricing model. The fair value of the underlying shares was determined based upon the market value of the common stock. The expected volatility was adjusted using the historical volatility of the common stock and the market price of comparable publicly traded securities. Under ASC 480-10 and ASC 815, the warrants are classified as a liability. For the years ended December 31, 2025 and 2024, the Company recorded the change in fair value of $5,000 and ($57,000), respectively, in the consolidated statements of operations.

The following table presents the assumptions used to value the warrants:

	December 31, 2025	December 31, 2024
Stock price	$ 0.01	$ 0.01
Exercise price	$0.47-$0.50	$0.47 - $0.50
Expected term	2.03-2.24 years	3.03-3.07 years
Risk-free rate	3.48%	4.27%
Dividend yield	—	—
Volatility	543.38%-548.72%	444.84%-447.87%

A summary of the Company's warrants activity for the years ended December 31, 2025 and 2024 is presented below:

	December 31, 2025		December 31, 2024	
	Number of Warrants	Weighted Average Exercise Price	Number of Warrants	Weighted Average Exercise Price
Warrants outstanding, beginning of year	4,625,000	$ 0.81	4,732,391	$ 0.95
Granted	—	—	—	—
Exercised	—	—	—	—
Cancelled, forfeited and expired	(3,625,000)	0.90	(107,391)	7.21
Warrants outstanding, end of year	1,000,000	$ 0.49	4,625,000	$ 0.81
Warrant exercisable, end of year	1,000,000	$ 0.49	4,625,000	$ 0.81

As of December 31, 2025, the weighted-average remaining contractual life of outstanding warrants was 2.05 years.

Stock options — The Company's former 2011 Stock Incentive Plan permitted grants of incentive stock options to employees, including executive officers, and other share-based awards such as stock appreciation rights, restricted stock, stock units, stock bonus and unrestricted stock awards to employees, directors, and consultants for up to 9,000,000 shares of common stock. Options granted under the 2011 Stock Incentive Plan generally expire ten years after grant. Options granted to directors vest in quarterly installments and all other option grants vest over a minimum period of three years, in each case, subject to continuous service with the Company. The 2011 Stock Incentive Plan expired in May 2021 and no further awards may be made under the Plan. As of December 31, 2025 and December 31, 2024, stock options to purchase up to 1,300,774 shares and 1,461,443 shares, respectively, were outstanding under the 2011 Stock Incentive Plan.

The Company also had an Amended and Restated 2012 Omnibus Incentive Compensation Plan under which the Company could grant incentive stock options to selected employees including officers, non-employee consultants and non-employee directors. The Plan was terminated in September 2021. As of December 31, 2025 and December 31, 2024, stock options to purchase up to 243,968 shares and 245,008 shares, respectively, were outstanding under the Amended and Restated 2012 Omnibus Incentive Plan.

On September 29, 2021, the Board of Directors of the Company adopted the Emmaus Life Sciences, Inc. 2021 Stock Incentive Plan upon the recommendation of the Compensation Committee of the Board. The 2021 Stock Incentive Plan was approved by stockholders on November 23, 2021. No more than 4,000,000 shares of common stock may be issued pursuant to awards under the 2021 Stock Incentive Plan. The number of shares available for Awards, as well as the terms of outstanding awards, is subject to adjustment as provided in the Stock Incentive Plan for stock splits, stock dividends, reverse stock splits, recapitalizations and other similar events. During the year ended December 31, 2025, the Company granted options to purchase 50,000 shares of common stock to a consultant. During the year ended December 31, 2024, the Company granted options to purchase 1,620,000 shares, 300,000 shares and 440,000 shares of common stock to employees, non-employee directors and a consultant, respectively. All options are exercisable for ten years from the date of grant and will vest and become exercisable with respect to the underlying shares over three years for employees, one year for non-employee directors and immediately for the consultant. As of December 31, 2025 and December 31, 2024, stock options to purchase up to 3,120,000 and 3,580,833 shares, respectively, were outstanding under the 2021 Stock Incentive Plan.

Management has valued stock options at their date of grant utilizing the Black-Scholes-Merton Option pricing model. The fair value of the underlying shares was determined by the market value of the Company's common stock. The expected volatility was adjusted using the historical volatility of the common stock. The following table presents the assumptions used on the recent dates on which options were granted by the Company. The risk-free interest rate is based on the implied yield available on U.S. Treasury issues with a term approximating the expected life of the options depending on the date of the grant and expected life of the respective options.

	November 2025	January 2024
Stock price	$ 0.01	$ 0.11
Exercise price	$ 0.01	$ 0.15
Expected term	5 years	5-5.75 years
Risk-free rate	3.68%	3.80-3.81%
Dividend yield	—	—
Volatility	363.44%	127.39-136.00%

A summary of the Company's stock option activity for the years ended December 31, 2025 and 2024 is presented below:

	December 31, 2025		December 31, 2024	
	Number of Options	Weighted-Average Exercise Price	Number of Options	Weighted-Average Exercise Price
Options outstanding, beginning of year	5,287,284	$ 3.54	3,223,881	$ 5.97
Granted or deemed issued	50,000	$ 0.01	2,360,000	$ 0.15
Exercised	—	$ —	—	$ —
Cancelled, forfeited and expired	(672,542)	$ 2.88	(296,597)	$ 0.34
Options outstanding, end of year	4,664,742	$ 3.60	5,287,284	$ 3.54
Options exercisable at end of year	4,646,686	$ 3.60	4,819,920	$ 3.59
Options available for future grant	880,000		419,167	

During the years ended December 31, 2025 and 2024, the Company recognized approximately $25 thousand and $256 thousand, respectively of share-based compensation expense. As of December 31, 2025, there was approximately $1 thousand of total unrecognized compensation cost related to unvested share-based compensation awards outstanding under the 2021 Stock Incentive Plan. That cost is expected to be recognized over the weighted-average remaining period of 0.03 years.

NOTE 9—INCOME TAXES

Loss from income taxes as of December 31, 2025 are as follows (in thousand):

	2025	2024
Domestic income (loss)	$ (7,473)	$ (6,497)
Foreign income (loss)	(10)	73
Loss before income taxes	$ (7,483)	$ (6,424)

The provision for income taxes consists of the following for the years ended December 31, 2025 and 2024 (in thousands):

	December 31,	
	2025	2024
Current		
Federal	$ —	$ —
States	8	7
International	1	22
Total current income tax provision	9	29
Deferred		
Federal	—	—
States	—	—
International	—	—
Total deferred income tax provision	—	—
Total provision for income tax	$ 9	$ 29

Deferred tax assets consisted of the following as of December 31, 2025 and 2024 (in thousands):

	December 31,	
	2025	2024
Net operating loss carryforward	$ 19,916	$ 19,478
General business tax credit	12,085	12,154
Stock options	1,104	1,122
Charitable contribution	7	7
Accrued expenses	263	237
Unearned revenue	2,563	2,605
Allowance for bad debt	204	253
Unrealized gain on foreign exchange translation and others	1,286	1,314
Section 174 Expenditures	239	322
Other	2,066	1,772
Total gross deferred tax assets	39,733	39,264
Less valuation allowance	(39,302)	(38,838)
Net deferred tax assets	$ 431	$ 426

Deferred tax liabilities consisted of the following as of December 31, 2025 and 2024 (in thousands):

	2025	2024
Unrealized loss on available-for-sale securities	$ (427)	$ (427)
Other	(4)	1
Total deferred tax liabilities	$ (431)	$ (426)

A valuation allowance for the net deferred tax assets is recorded when it is more likely than not that the Company will not realize these assets through future operations. The valuation allowance increased by approximately $0.5 million and decreased by $4.1 million for the year ended December 31, 2025 and December 31, 2024, respectively.

As of December 31, 2025 and December 31, 2024, the Company had net operating loss carryforwards for federal income tax purposes of approximately $78.8 million and $72.4 million, respectively, available to offset future federal taxable income, if any. $59.5 million of net operating loss generated in 2017 and prior years expire in various years through 2037. $13.2 million of net operating losses for federal income tax purpose generated in 2018 and after will be available indefinitely. In addition, the Company had net operating loss carryforwards for state income tax purposes of approximately $68.5 million and $65.3 million respectively, which generally expire in 10 to 20 years. For some states, the net operating loss generated in 2018 and after will be available indefinitely. As of December 31, 2025 and December 31, 2024, the Company has general business tax credits of $12.1 million and $12.2 million, respectively, for federal income tax purposes. The tax credits are available to offset future tax liabilities, if any, through 2043. The Company’s utilization of net operating loss carryforwards could be subject to an annual limitation as a result of certain past or future events, such as stock sales or other equity events constituting a “change in ownership” under the provisions of the Internal Revenue Code of 1986, as amended, and similar state provisions. The annual limitations could result in the expiration of net operating loss carryforwards and tax credits before they can be utilized.

The income tax provision differs from that computed using the statutory federal tax rate of 21%.

A reconciliation of the U.S. Federal statutory income tax rate to the Company's effective income tax rate is as follows (in thousands for amount):

	December 31, 2025	
	Amount	%
Tax benefit at statutory federal rate	$ (1,569)	21.0%
State taxes, net of federal tax benefit (1)	8	-0.1%
Foreign tax effect	1	0.0%
Nontaxable or Nondeductible items		
Disallowed interest expense	132	-1.8%
Other permanent items	(14)	0.2%
Other adjustments		
Benefit from state NOL Adjustment	(251)	3.4%
Benefit on state taxes	83	-1.1%
Other adjustments (individually less than 5%)	(100)	1.3%
Change in valuation allowance	1,719	-23.0%
Total income tax provision	$ 9	-0.1%

(1) State taxes in California, Kentucky and New Jersey made up the majority (greater than 50%) of the tax effect in this category.

As previously disclosed for the year ended December 31, 2024 prior to the adoption of ASU 2023-09, the table below is a reconciliation of the components that caused the Company's provision (benefit) for the income taxes to differ from amounts computed using the statutory tax rate of 21 %.

	December 31, 2024
Tax benefit at statutory federal rate	$ (1,351)
State taxes, net of federal tax benefit	(317)
Increase in valuation allowance	(4,058)
Permanent items	(10)
General business tax credit	(68)
Stock options deferred true-up	5,674
Other	159
Total income tax provision	$ 29

The following table summarizes he income taxes paid, net of refunds, for the year ended December 31, 2025 (in thousands):

	December 31, 2025
U.S. Federal	$ —
California	6
New Jersey	4
Other states	2
Japan	11
Total income tax paid	$ 23

As of December 31, 2025 and December 31, 2024, the Company had no unrecognized tax benefits or position which, in the opinion of management, would be reversed if challenged by a taxing authority. In the event the Company is assessed interest or penalties, such amounts would be classified as income tax expense. As of December 31, 2025, all federal tax returns since 2022 are subject to audit. The expiration of the state returns varies by state, but the 2021 and subsequent years' returns generally are subject to audit. No tax returns are currently being examined by taxing authorities.

NOTE 10—LEASES

Operating leases — During the years ended December 31, 2025 and 2024, the Company leased its office space under operating leases with unrelated entities.

Prior to November 2024, the Company leased 21,293 square feet of office space for its headquarters in Torrance, California, at a base rental of $90,069 per month pursuant to lease, as amended, which was to expire on September 30, 2026. In

November 2024, the lease was amended to, among other things, reduce the leased space to 4,639 square feet at a base rental of $18,556 per month and to provide for the upfront payment of approximately $58,483 to fund the cost of demising work on the former leased space. The amended lease became effective on April 2, 2025 and will expire on April 1, 2030. As a result, the Company recognized $0.9 million gain on lease modification included in the consolidated statements of operations. In addition, the Company leases 1,163 square feet of office space in Dubai, United Arab Emirates, at a base rental of AED 11,713 (approximately $3,000) per month, which will expire on June 19, 2026. Lease expense was $0.5 million and $1.1 million for years ended December 31, 2025 and 2024, respectively.

Future minimum lease payments were as follows as of December 31, 2025 (in thousands):

2026	$	510
2027		506
2028		513
2029 and after		651
Total lease payments		2,180
Less: Interest		423
Current portion		348
Operating lease liabilities, less current portion	$	1,409

As of December 31, 2025 and 2024, the Company had an operating lease right-of-use asset of $0.8 million and $1.5 million, respectively and lease liability of $1.8 million and $3.2 million, respectively. As of December 31, 2025 and 2024, the weighted-average discount rate was 10.46%. The weighted average remaining term of the Company's leases as of December 31, 2025 was 4.1 years.

NOTE 11—COMMITMENTS AND CONTINGENCIES

API Supply Agreement — On June 12, 2017, the Company entered into an API Supply Agreement (the "API Agreement") with Telcon pursuant to which Telcon paid the Company approximately $31.8 million in consideration of the right to supply 25% of the Company's requirements for bulk containers of PGLG for a fifteen-year term. The amount was recorded as deferred trade discount. On July 12, 2017, the Company entered into a raw material supply agreement with Telcon which revised certain terms of the API supply agreement (the "revised API agreement"). The revised API agreement is effective for a term of five years and will renew automatically for 10 successive one-year renewal periods, except as either party may determine. In the revised API agreement, the Company has agreed to purchase a cumulative total of $47.0 million of PGLG over the term of the agreement. The revised API agreement provided for an annual API purchase target of $5 million and a target "profit" (*i.e.,* gross margin) to Telcon of $2.5 million. To the extent these targets are not met, Telcon may be entitled to payment of the shortfall or to offset the shortfall against the Telcon convertible bond and proceeds there of that are pledged as collateral to secure our obligations. In September 2018, the Company entered into an agreement with Ajinomoto and Telcon to facilitate Telcon's purchase of PGLG from Ajinomoto for resale to the Company under the revised API agreement. The PGLG raw material purchased from Telcon is recorded in inventory at net realizable value and the excess purchase price is recorded against deferred trade discount. Refer to Notes 5 and 6 for more information.

NOTE 12—RELATED PARTY TRANSACTIONS

The following table sets forth information relating to our loans from related persons outstanding at any time during the year ended December 31, 2025 (in thousands except for conversion rate and share information):

Class	Lender	Interest Rate	Date of Loan	Term of Loan	Principal Amount Outstanding December 31, 2025	Highest Principal Outstanding	Amount of Principal Repaid or Converted into Stock	Amount of Interest Paid
Promissory note payable - related parties:								
	Willis Lee(2)	12%	10/29/2020	On Demand	100	100	—	—
	Soomi Niihara(1)	12%	12/7/2021	On Demand	700	700	—	—
	Hope International Hospice, Inc.(1)	10%	2/9/2022	On Demand	350	350	—	—
	Hope International Hospice, Inc.(1)	10%	2/15/2022	On Demand	210	210	—	—
	Soomi Niihara(1)	10%	2/15/2022	On Demand	100	100	—	—
	Hope International Hospice, Inc.(1)	12%	3/15/2022	On Demand	150	150	—	—
	Hope International Hospice, Inc.(1)	12%	3/30/2022	On Demand	150	150	—	—
	Wei Peu Zen(2)	10%	3/31/2022	On Demand	200	200	—	—
	Albert Niihara(3)	10%	4/4/2022	On Demand	110	350	240	150
	Willis Lee(2)	10%	4/14/2022	On Demand	45	45	—	—
	Albert Niihara(3)	10%	4/19/2022	On Demand	250	250	—	35
	Hope International Hospice, Inc.(1)	10%	5/25/2022	On Demand	40	40	—	—
	Dr. Yutaka and Soomi Niihara(1)	12%	7/27/2022	5 years	402	402	—	48
	Dr. Yutaka and Soomi Niihara(1)	10%	8/16/2022	5 years	250	250	—	25
	Dr. Yutaka and Soomi Niihara(1)	10%	8/16/2022	5 years	1,669	1,669	—	167
	Hope International Hospice, Inc.(1)	10%	8/17/2022	On Demand	50	50	—	—
	Hope International Hospice, Inc.(1)	10%	10/20/2022	On Demand	100	100	—	—
	Hope International Hospice, Inc.(1)	10%	3/17/2023	On Demand	100	100	—	—
	Dr. Yutaka and Soomi Niihara(1)	10%	3/21/2023	On Demand	127	127	—	—
	Wei Peu Zen(2)	60%	12/1/2023	2 months	350	350	—	
				Total	**$ 5,453**	**$ 5,693**	**$ 240**	**$ 425**

The following table sets forth information relating to our loans from related persons outstanding at any time during the year ended December 31, 2024 (in thousands except for conversion rate and share information):

Class	Lender	Interest Rate	Date of Loan	Term of Loan	Principal Amount Outstanding December 31, 2024	Highest Principal Outstanding	Amount of Principal Repaid or Converted into Stock	Amount of Interest Paid
Promissory note payable - related parties:								
	Willis Lee(2)	12%	10/29/2020	On Demand	100	100	—	2
	Soomi Niihara(1)	12%	12/7/2021	On Demand	700	700	—	—
	Hope International Hospice, Inc.(1)	10%	2/9/2022	On Demand	350	350	—	—
	Hope International Hospice, Inc.(1)	10%	2/15/2022	On Demand	210	210	—	—
	Soomi Niihara(1)	10%	2/15/2022	On Demand	100	100	—	—
	Hope International Hospice, Inc.(1)	12%	3/15/2022	On Demand	150	150	—	—
	Hope International Hospice, Inc.(1)	12%	3/30/2022	On Demand	150	150	—	—
	Wei Peu Zen(2)	10%	3/31/2022	On Demand	200	200	—	—
	Albert Niihara(1)	10%	4/4/2022	On Demand	350	500	150	—
	Willis Lee(2)	10%	4/14/2022	On Demand	45	45	—	—
	Albert Niihara(1)	10%	4/19/2022	On Demand	250	250	—	—
	Hope International Hospice, Inc.(1)	10%	5/25/2022	On Demand	40	40	—	—
	Dr. Yutaka and Soomi Niihara(1)	12%	7/27/2022	5 years	402	402	—	44
	Dr. Yutaka and Soomi Niihara(1)	10%	8/16/2022	5 years	250	250	—	23
	Dr. Yutaka and Soomi Niihara(1)	10%	8/16/2022	5 years	1,669	1,669	—	153
	Hope International Hospice, Inc.(1)	10%	8/17/2022	On Demand	50	50	—	—
	Hope International Hospice, Inc.(1)	10%	10/20/2022	On Demand	100	100	—	—
	Hope International Hospice, Inc.(1)	10%	3/17/2023	On Demand	100	100	—	—
	Dr. Yutaka and Soomi Niihara(1)	10%	3/21/2023	On Demand	127	127	—	—
	Wei Peu Zen(2)	60%	12/1/2023	2 months	350	700	350	70
				Total	**$ 5,693**	**$ 6,193**	**$ 500**	**$ 292**

(1) Dr. Niihara, a former director, Chairman of the Board and Chief Executive Officer of the Company, is also a director and the Chief Executive Officer of Hope International Hospice, Inc.
(2) Officer or director.

See Note 5 for a discussion of the sale of the Company's EJ Holdings shares to Niihara International, Inc., formed by Dr. Niihara and the related loan receivable from EJ Holdings.

See Notes 6 and 11 for a discussion of the Company’s distribution and supply agreements with Telcon, which holds 4,147,491 shares of the Company common stock, or approximately 5.9% of the common stock outstanding as of December 31, 2025. The Company holds an investment in a convertible bond of Telcon in the principal amount of KRW 17.0 billion, or approximately $11.8 million as of December 31, 2025, which matures on October 16, 2030 and bears interest at 2.1% a year, payable quarterly. See Note 5 for more information regarding the investment in convertible bond.

NOTE 13—DEFINED CONTRIBUTION PLAN

The Company has a defined contribution plan (the “401(k) Plan”) covering substantially all the Company’s employees. The Emmaus 401(k) Plan is a tax-qualified retirement saving plan, pursuant to which covered employees are able to contribute the lesser of 90% of their eligible annual compensation or the limit prescribed by the Internal Revenue Service (the “IRS”) to the 401(k) Plan on a before-tax basis. The Company matches 50% of employee contributions to the Company’s 401(k) Plan based on each participant’s contribution during the plan year up to 4.0% of each participant’s annual compensation.

For the years ended December 31, 2025 and 2024, the Company made matching contributions to the Company’s 401(k) Plan of approximately $35 thousand and $66 thousand, respectively.

NOTE 14—SUBSEQUENT EVENTS

In February 2026, Emmaus Medical entered into a Sale of Future Receipts Agreement with a third party pursuant to which it sold and assigned $1.7 million of future receipts (the "Purchased Amount") in exchange for net cash proceeds of $1.1 million. Under the agreement, the Company agreed to pay the third party approximately $57 thousand weekly for 30 weeks until the Purchase Amount has been collected. The portion of proceeds was used to pay December 2025 loan.

In January 2026 NIT hired selected members of our U.S. sales force and the Company entered into a Commercial Personal Services Agreement with NIT as contemplated by the License and Exclusive Distribution Agreement, or License Agreement, with NIT. Under the Commercial Personal Services Agreement, pending the "Effective Date" of the License Agreement, NIT will render to the sales and marketing services for Endari® in the field in the Territory in exchange for a payment of quarterly fees in the low-to-mid six figures. The Company will continue to realize all revenues from sales of Endari® in the territory pending the Effective Date.

In March 2026 the Company entered into the Exclusive Supply Agreement contemplated by the License Agreement. Subject to the occurrence of the "Effective Date" of the License Agreement, pursuant to the Exclusive Supply Agreement the Company will agree to supply exclusively to NIT, and NIT will agree, subject to certain exceptions, to purchase exclusively from the Company all of NIT's requirements for the products under the License Agreement at a purchase price based upon our cost of production plus a specified double digit percentage margin.

The Effective Date of the License Agreement is subject to NIT's obtaining the necessary regulatory approvals and licensing to sell and distribute the Product and other specified conditions, and there is no assurance that the Effective Date will occur. The License Agreement may be terminated by either party if the Effective Date does not occur by October 1, 2026 unless the failure to occur is due to the Company's wrongful acts.

Exhibit 10.10

FIFTH AMENDMENT TO OFFICE LEASE

This FIFTH AMENDMENT TO OFFICE LEASE **("Fifth Amendment")** is made and entered into effective as of April 15 , 2025 (the **"Effective Date")** by and between RREF II
PACIFIC CENTER LLC, a Delaware limited liability company **("Landlord"),** and EMMAUS LIFE SCIENCES, ING., a Delaware corporation **("Tenant").**

RECITALS:

A.Bixby Torrance, LLC, a Delaware limited liability company **("Bixby")** and Tenant entered into that certain Office Lease Agreement dated October 17, 2014 (the **"Original Lease"),** as amended by that certain (i) Statement of Tenant Regarding Lease Commencement (undated) (the **"Tenant Statement")** executed by Tenant, (ii) First Amendment to Office Lease Agreement dated February 1, 2018 (the **"First Amendment")** between Landlord (as successor-in-interest to Bixby) and Tenant, (iii) Second Amendment to Office Lease Agreement dated December 6, 2018 (the **"Second Amendment")** between Landlord (as successor-in-interest to Bixby) and Tenant, and (iv) Third Amendment to Office Lease Agreement dated September l 0, 2019 (the **"Third Amendment")** between Landlord and Tenant.

B.Landlord and Tenant thereafter entered into that certain Fourth Amendment to Office Lease Agreement dated November 20, 2024 (the "Fourth Amendment"), pursuant to which Landlord and Tenant reduced the size of the Existing Premises (i.e., a total of 21,293 rentable square feet) by deducting therefrom the Reduction Premises (i.e., 16,654 rentable square feet), such that following the Reduction Date (as such tenns are defined in the Fourth Amendment), the Remaining Premises leased by Landlord to Tenant consisted solely of the remaining portion of the Existing Premises other than the Reduction Premises (i.e., a total of approximately 4,639 rentable square feet). The Original Lease, the Tenant Statement, the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment are collectively referred to herein as the "Lease".

C.Pursuant to the Lease, Landlord is currently leasing to Tenant, and Tenant is currently leasing from Landlord, the Remaining Premises (as the "Premises" under the Lease), which is commonly known as Suite 800 and located on the eighth (8th) floor of that certain office building located at 21250 Hawthorne Blvd., Torrance, CA 90503 (the **"Building"),** all as more particularly set forth in the Lease.

D.Landlord and Tenant now desire to amend the Lease to confirm the commencement and expiration dates of the Lease Term, as hereinafter provided.

E.Except as otherwise set forth herein, all capitalized terms used in this Fifth Amendment shall have the same meanings given such terms in the Lease.

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Scrivener's Errors. Landlord and Tenant hereby acknowledge and agree that: (i) due to scrivener's errors in the Fourth Amendment: (i) in Recital G therein, the "Reduction Premises" was incorrectly identified as the space containing 4,639 rentable square feet (which 4,639 rentable square foot space is, in fact, the "Remaining Premises"); and (ii) in Section 3.1 therein, the "Remaining Premises" was incorrectly identified as the space containing 16,654 rentable square feet (which 16,654 rentable square foot space is, in fact, the "Reduction Premises"); and (ii) despite such scrivener's errors, the remaining terms of the Fourth Amendment were calculated as though the Reduction Premises (16,654 rentable square feet) and the Remaining Premises (4,639 rentable square feet) were correctly designated, provided, that, notwithstanding anything in the Fourth Amendment to the contrary, if any additional terms inconsistent with the foregoing are discovered, the Reduction Premises and Remaining Premises shall be interpreted as clarified and intended as set forth hereinabove.

2. Confirmation of Dates. The parties hereby confirm that (a) the Demising Work was Substantially Completed on April 2, 2025 and Landlord has performed all work required to be performed by Landlord pursuant to Section 3.3 of the Fourth Amendment, (b) the Reduction Date occurred as of April 2, 2025, and (c) the current Lease Term shall expire on April 1, 2030 (i.e., sixty (60) months following the Reduction Date) (the "**Fourth Amendment Term Expiration Date**"), unless sooner terminated pursuant to the terms of the Lease, as hereby amended.

3. No Further Modification. Except as set forth in this Fifth Amendment, all of the terms and provisions of the Lease shall remain unmodified and in full force and effect.

4. Counterparts. This Fifth Amendment may be executed in multiple counterparts, each of which is to be deemed an original for all purposes, but all of which together shall constitute one and the same instrument.

5. Electronic Signatures. Each of the parties to this Fifth Amendment (i) has agreed to permit the use from time to time, where appropriate, of telecopy or other electronic signatures (including, without limitation, DocuSign) in order to expedite the transaction contemplated by this Fifth Amendment, (ii) intends to be bound by its respective telecopy or other electronic signature, (iii) is aware that the other will rely on such telecopied or other electronically transmitted signature, and (iv) acknowledges such reliance and waives any defenses to the enforcement of this Fifth Amendment and the documents affecting the transaction contemplated by this Fifth Amendment based on the fact that a signature was sent by telecopy or electronic transmission only.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, this Fifth Amendment has been executed as of the day and year first above written.

"Landlord"

RREF II PACIFIC CENTER LLC,
a Delaware limited liability company

By:

Name: Jason Morrow

Its: Authorized Signatory

Tenant"

EMMAUS LIFE SCIENCES, INC.,
a Delaware corporation
By:
Name: Willis Lee
Its: CEO

By:
Name:
Its

Docusign Envelope ID: 62EC8948-0F72-4681-B513-2E1ADF5283F0

Exhibit 10.52

Future Receivables Sale and Purchase Agreement Requirements:

- Please review and verify your bank account information where indicated, or if it is missing, fill in the correct information on page 17of the agreement.
- MAKE SURE ALL THE REFERENCES ARE FILLED OUT ON THE PAGE 20
- Please return:
  - CC Processing Statement or A/R Report
  - Proof of business that has the company EIN for confirmation (IRS Doc, K-1, Tax return)
  - No notary needed just clear signed documents

Please fill in the below:

Merchant contact information:

Name: LEE WILLIS CHANGCHOON

Email: wlee@emmauslifesciences.com

Preferred phone number:

500 WEST PUTNAM AVENUE SUITE 400, GREENWICH, CT 06830

FUTURE RECEIVABLES SALE AND PURCHASE AGREEMENT

This Future Receivables Sale and Purchase Agreement (the "Agreement"), dated 09/30/2025 ,by and between I Fund Experts (the "Purchaser") and the seller(s) listed herein(collectively, the "Seller") (all capitalized terms shall have the meanings ascribed to them below):

Business Legal Name: EMMAUS MEDICAL INC
D/B/A:
Form of Business Entity: CORPORATION **EIN #:** 06-1708146
Physical Address:21250 HAWTHORNE BLVD STE 800 , TORRANCE CA 90503
Mailing Address:

PURCHASE PRICE:	PURCHASED AMOUNT:	SPECIFIED PERCENTAGE:	INITIAL INSTALLMENT:	TOTAL FEES:	NET AMOUNT:
$ 675,000.00	$ 938,250.00	20%	$ 52,125.00	$ 33,800.00	$ 388,075.00

FOR THE SELLER #1

By: _____
Name: LEE WILLIS CHANGCHOON
Title: Owner/Agent/Manager

Email: wlee@emmauslifesciences.com
Business Phone:

FOR THE SELLER #2

By: _____
Name:
Title:

Email:
Business Phone:

***Accurate contact information is required to provide the Seller with important information regarding the Agreement.**

By: _____
Name: LEE WILLIS CHANGCHOON
SSN:
Phone:
Address:

OWNER/GUARANTOR #2

By: _____
Name:
SSN:
Phone:
Address:

Guarantor #1 Initials: [ ] Guarantor #2 Initials: [ ]

WHEREAS, the purpose of this Agreement is to set forth the terms and conditions in relation to the purchase of future receivables from the Seller;
WHEREAS, the Seller is entering into this Agreement voluntarily and has had ample opportunity to review this Agreement prior to executing it;
NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and for other valuable consideration, the sufficiency of which is agreed to by the parties hereto, the Purchaser and the Seller (collectively, the Parties"), hereby agree as follows:

I. BASIC TERMS AND DEFINITIONS.

a. **"Applicable Fees":** all initial costs and fees that Seller agrees to pay to the Purchaser as consideration. The total sum of the Applicable Fees shall be deducted from the Purchase Price prior to Seller receiving the funds from the Purchase Price (as defined below);

b. **"Bank Change Fee":** In the event the Seller requests a change in bank accounts for the ACH payments, a $50.00 bank change fee shall be added;

c. **"Wire Fee"**: In the event a Seller shall request a Fed Wire, a $50.00 wire fee shall be added;

d. **"ACH Program Fee"**: The total amount per month Seller shall pay for the duration of the Agreement towards the ACH Program;

e. **"UCC Filing Fee":** The total amount Seller shall reimburse Purchaser for the UCC filing associated with this Agreement;

f. **"Collection Fees and Costs"**: In the event the Seller or Guarantor breaches the terms of this Agreement, the Seller and/or Guarantor shall be liable for Purchaser's reasonable attorney's fees and costs of collection and/or to enforce any term in the Agreement, in addition to any other damages awarded by a court.

g. **"Bank Holiday"**: Business Days (as defined below) in which major banks are closed for business;

h. **"Business Day":** Monday through Friday, with the exception of bank holidays;

i. **"Daily Receipts":** the amount of Future Receipts (as defined below) received by Seller on a daily basis;

j. **"Effective Date"**: the date set forth in the preamble of this Agreement;

k. **"Future Receipts":** all of the Seller's receipts of monies for the sale of its goods and services after the Effective Date of this Agreement;

l. **"Net Amount":** the consideration transferred to Seller after the Applicable Fees, Origination Fees, and/or the Prior Balance (as defined below) are deducted;

m. **"Obligations":** the terms and conditions the Purchaser is bound to under this Agreement;

n. **"Origination/Underwriting Fee":** the agreed upon fee between the Seller and a third-party Broker, which shall be deducted from the Net Amount. This fee is to cover the expenses associated with origination, underwriting and related expenses pursuant to this Agreement. If for any reason the Purchaser, in their sole capacity, decides to cancel the deal, the Parties agree the Seller is still responsible for this fee;

o. **"Parties":** collectively, the Purchaser, Merchant, Personal Guarantor and Seller;

p. **"Prior Balance"**: Outstanding balance on a previous executed Agreement between the Parties;

q. **"Purchased Amount":** the total amount of the Specified Percentage of the Future Receipts that the Seller shall be under obligation to deliver and permit Purchaser to debit pursuant to this Agreement;

r. **"Purchase Price":** the total amount that the Purchaser has agreed to pay for the Purchased Amount;

s. **"Scheduled Remittance":** the fixed amount that the Parties agree to be a good faith approximation of the Specified Percentage (as defined below) of the Seller's Daily Receipts. Scheduled Remittance shall begin on 09/30/2025and be processed daily. In the event a Scheduled Remittance is due on a banking holiday, Purchaser shall schedule an additional payment on the previous business day prior to said banking holiday;

t. **"Specified Percentage":** **[** 20% **]** % of each and every sum from sales made by the Seller of Future Receipts.

u. **"Total Fees":** the total of all fees deducted or withheld at disbursement.

v. **"Closing Costs":** the total of the Applicable Fee, the Prior Balance and the Origination Fee,

II. TERM. This Agreement does not have a fixed duration and shall expire upon the date when the Purchased Amount and all other sums due to the Purchaser are paid in full ("Expiration Date").

III. SALE OF PURCHASED FUTURE RECEIPTS. Seller hereby irrevocably assigns, transfers and conveys onto Purchaser all of the Seller's right, title and interest in the Specified Percentage of the Future Receipts until the Purchased Amount shall have been delivered by Seller to Purchaser ("Purchased Future Receipts"). This sale of the Purchased Future Receipts is made without express or implied warranty to Purchaser of collectability of the Purchased Future Receipts by Purchaser and without recourse against Seller and/or Guarantor(s), except as specifically set forth in this Agreement. By virtue of this Agreement, Seller transfers to Purchaser full and complete ownership of the Purchased Future Receipts and Seller retains no legal or equitable interest therein.

IV. PAYMENT OF PURCHASE PRICE. As good faith consideration, Purchaser agrees to pay to Seller the Purchase Price, less any Applicable Fees, Prior Balance (if applicable) and Origination Fees, upon execution of this Agreement.

V. USE OF PURCHASE PRICE. Seller hereby acknowledges and understands that: (i) Purchaser's ability to collect the

Purchased Amount (or any portion thereof) shall be contingent upon Seller's continued operation of its business and successful generation of the Future Receipts until the Purchased Amount is delivered to Purchaser in full; and (ii) in the event of decreased efficiency or total failure of Seller's business, Purchaser's receipt of the full or any portion of the Purchased Amount may be delayed indefinitely. Based upon the forgoing, Seller agrees to use the Purchase Price exclusively for the benefit and advancement of Seller's business operations and for no other purpose.

VI. INITIAL DAILY INSTALLMENTS OF PURCHASED AMOUNTS. The Purchased Amount shall be delivered by the Seller to the Purchaser daily in the amount of the Initial Daily Installment on each Business Day commencing on the Effective Date. In the event a Scheduled Remittance is due on a Bank Holiday in which Purchaser's ACH processor does not process payments, Purchaser shall schedule an additional ACH payment on the Business Day immediately preceding said Bank Holiday.

VII. APPROVED BANK ACCOUNT AND CREDIT CARD PROCESSOR(S). During the term of this Agreement, the Seller shall: (i) deposit all Future Receipts into one (and only one) bank account, which shall be preapproved by the Purchaser (the "Approved Bank Account"); (ii) use one (and only one) credit card processor, which shall be preapproved by the Purchaser (the "Approved Processor"); and (iii) deposit all credit card receipts into the Approved Bank Account. In the event the Approved Bank Account or Approved Processor shall become unavailable or shall cease to operate during the term of this Agreement, Seller shall arrange for another Approved Bank Account or Approved Processor within twenty-four (24) hours.

VIII. AUTHORIZATION TO DEBIT APPROVED BANK ACCOUNT. The Seller hereby authorizes the Purchaser to initiate electronic payments or ACH debits from the Approved Bank Account in the amount of the Initial Daily Installment on each Business Day commencing on the Effective Date until the Purchaser receives the full Purchased Amount. The Parties agree that the Seller shall provide Purchaser with all access code(s) for the Approved Bank Account.

IX. FEES ASSOCIATED WITH DEBITING APPROVED BANK ACCOUNT. All fees, charges and expenses incurred by either Party due to rejected electronic checks, failed ACH debit attempts, overdrafts or rejections by Seller's banking institution shall be the sole responsibility of the Seller.

X. RECONCILIATION.

a. Seller's Right for Reconciliation. The Parties each acknowledge and agree that:

i. If at any time during the term of this Agreement Seller shall experience unforeseen decreases to their Daily Receipts, the Seller shall have the right, at its sole and absolute discretion, to request a modification to their Scheduled Remittance.

ii. Such modification to their Scheduled Remittance (the "Reconciliation") shall be performed by the Purchaser within five (5) Business Days following the written request by Seller for said Reconciliation.

b. Reconciliation Procedure.

i. Seller shall submit a written request for Reconciliation via email accounting@IFundExperts.com with the subject line, "REQUEST FOR RECONCILIATION";

ii. Said written request shall include a copy of the Seller's most recent bank statement and credit card processing statement;

iii. The Purchaser shall have five (5) Business Days to review the Request for Reconciliation.

a. Warranties. The Seller shall have the right to request Reconciliation as many times during the term of this Agreement as it deems proper. Nothing set forth in this Agreement shall be deemed to provide the Seller with the right to interfere with the Purchaser's right and ability to debit the Approved Bank Account while the request for Reconciliation is pending or until the Purchased Amount is collected by the Purchaser in full; or modify the amount of the Initial Daily Installment for any calendar month without prior approval of all Parties.

XI. SELLER'S RIGHT TO ACCELERATE REMITTANCE OF THE OUTSTANDING PORTION OF THE PURCHASED AMOUNT OF FUTURE RECEIPTS ("OUTSTANDING PAFR").

a. Seller shall have the right, at any time after receipt of the Purchase Price and upon obtaining Purchaser's prior written consent to accelerate the delivery of the undelivered portion of the Purchased Amount of Future Receipts (the "Outstanding PAFR") so long as:

i. The Outstanding PAFR is paid in full;

ii. such notice shall be in writing stating the exact amount due and delivery date of payment; and

iii. Initial Daily Installments continue as schedule until the Outstanding PAFR is paid to the Purchaser.

b. Upon proper delivery of the Outstanding PAFR to Purchaser and written confirmation by Purchaser, Seller's

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obligations to the Purchaser shall be deemed completed and fulfilled.

XII. PURCHASER'S RIGHTS AND OBLIGATIONS UPON RECEIPT OF OUTSTANDING PAFR.

a. Purchaser shall notify the Approved Bank Account and cease Initial Daily Installments or Adjusted Daily Installments payments to Purchaser's bank account within three (3) business days.

b. In the event Purchaser shall receive Initial Daily Installments or Adjusted Daily Installments after the Accelerated Delivery Date, Purchaser shall immediately:

i. Return to Seller the total sum of the Initial Daily Installments or Adjusted Daily Installment payments received after the delivery of the Outstanding PAFR to Purchaser; or

ii. Apply the total sum of the Initial Daily Installments or Adjusted Daily Installments received by Purchaser after the Accelerated Delivery Date toward Seller's outstanding financial obligations to Purchaser existing as of the Accelerated Delivery Date.

c. Seller acknowledges and agrees that the Purchaser shall have the right to apply the total sum of the Initial Daily Installments or Adjusted Daily Installments received by the Purchaser after the Accelerated Delivery Date toward Seller's outstanding financial obligations between the Parties.

XIII. RISK SHARING ACKNOWLEDGMENTS AND ARRANGEMENTS. The Parties each hereby acknowledge and agree that:

a. The Purchased Future Receipts represent a portion of Seller's Future Receipts.

b. This Agreement consummates the sale of the Purchased Future Receipts at a discount, not the borrowing of funds by the Seller from Purchaser. Purchaser does not charge the Seller and will not collect from the Seller any interest on the monies used by the Purchaser for the purchase of the Purchased Future Receipts.

c. The period of time that it will take the Purchaser to collect the Purchased Amount is not fixed, is unknown to both Parties at this time and will depend on the success of the Seller's business.

d. The amount of the Initial Daily Installment is calculated based upon the information concerning an average amount of Daily Receipts collected by the Seller's business immediately prior to the Effective Date of this Agreement, as well as representations regarding the Seller's estimated Future Receipts provided by the Seller to the Purchaser.

e. The amount of Seller's future Daily Receipts may increase or decrease over time.

f. Seller may not be in breach or in default of this Agreement in the event the full Purchased Amount is not remitted because the Seller's business went bankrupt or otherwise ceased operations in the ordinary course of business.

i. EXCEPTION: Seller will be deemed in breach or in default if the Seller's business goes bankrupt or ceases operations due to the Seller's willful or negligent mishandling of its business or Seller purposefully failing to comply with the obligations or this Agreement.

g. The Purchaser agrees to purchase the Purchased Future Receipts knowing the Seller's business may slow down or fail.

h. The Purchasers assumes the risk based exclusively upon the information provided to it by the Seller and is detrimentally relying on the Seller's representations, warranties and covenants contained in this Agreement.

i. The Purchaser hereby acknowledges and agrees that Seller may be excused from performing its obligations under this Agreement in the event Seller's business ceases its operations exclusively due to the following (collectively, the "Valid Excuses"):

i. Adverse business conditions that occurred for reasons outside of Seller's control and are not due to Seller's willful or negligent mishandling of its business;

ii. Loss of the premises where the business operates due to force majeure, provided that the Seller does not continue or resume business operations in another location;

iii. Seller's bankruptcy, so long as the Seller did not fraudulently, willfully or negligently refuse to disclose proper documentation to the Purchaser prior to the execution of this Agreement; or

iv. Force majeure.

d. The Purchaser reserves the right to apply monies received pursuant to this Agreement first toward any fees and then toward the Purchased Amount.

e. The Parties agree that the Purchase Price is paid to the Seller in consideration for the acquisition of the Purchased Future Receipts and that payment of the Purchase Price by the Purchaser is not intended to be, nor shall it be construed as a loan from the Purchaser to the Seller that requires absolute and unconditional repayment on a specified maturity date. The Purchaser's ability to receive the Purchased Amount is conditional upon the performance of the Seller's business.

f. In the event a court shall determine that the Purchaser has charged or received interest hereunder in excess of the highest rate allowed by law, the rate of such interest received by the Purchaser shall automatically be reduced to the maximum rate permitted by applicable law and the Purchaser shall promptly refund to the Seller any excess interest remitted.

XIV. APPLICABLE FEES. The Parties acknowledge the Applicable Fees were agreed upon prior to the Seller entering into this

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Agreement, were subject to arms-length negotiations between the Parties and a detailed list of the Applicable Fees is set forth in Exhibit A of this Agreement.

XV. **ORIGINATION FEE.** To the extent that the Seller has agreed to a Broker Fee with a third-party broker, the Seller hereby requests and agrees for the Purchaser to withhold the Broker Fee from the Purchase Price and for the Purchaser to pay the third-party broker directly as per the directive in Rider 3.

XVI. **NO OTHER REDUCTIONS OF PURCHASE PRICE.** The Seller hereby:

a. Agrees to pay the Applicable Fee, the Prior Balance and the Origination Fee (collectively, the "Closing Costs") in full;
b. Authorizes the Purchaser to apply a portion of the Purchase Price due to the Seller toward satisfaction of the Seller's obligation to pay the Closing Costs by deducting them from the Purchase Price prior to delivering it to the Seller;
c. Agrees that deduction of the Closing Costs from the Purchase Price shall not be deemed a reduction of the Purchase Price.

XVII. **REPRESENTATIONS, WARRANTIES & COVENANTS**. The Seller represents and warrants that as of the Effective Date and during the term of this Agreement:

a. Financial Condition and Financial Information. The Seller's bank and financial statements furnished to the Purchaser, along with any future statements which may be furnished hereafter, fairly represent the financial condition of the Seller on the date the statements are issued. Prior to the execution of this Agreement, there has been no material adverse changes, financial or otherwise, in the operation or ownership of the Seller. The Seller has a continuing, affirmative obligation to advise the Purchaser of any material adverse change in its financial condition, operation or ownership and/or banking log-in credentials. The Purchaser may request the Seller's bank statements at any time until the Purchased Future Receipts are remitted to the Purchaser and the Seller shall provide such information to the Purchaser within five (5) business days. The Seller's failure to provide such information or blocking access to the Approved Bank Account is deemed a material breach of this Agreement.

b. Governmental Approvals. The Seller is in compliance and shall remain in compliance with all applicable laws and has the proper valid permits, authorizations and licenses to own, operate and lease its properties and to conduct the business in which its presently engaged.

c. Good Standing. The Seller is a corporation/limited liability company/limited partnership/or other type of entity ("business entity") that is in good standing and duly incorporated or otherwise organized and validly existing under the laws of its jurisdiction of incorporation or organization, and has the full power and authority necessary to carry its business as it is now being conducted. In the event the business entity is dissolved for any reason, the Seller shall advise the Purchaser within five (5) business days **prior** to the dissolution for any reason. This Agreement shall remain in full effect despite the dissolution of the business entity and any subsequent business entities formed by the Seller(s) may be responsible for the Purchased Future Receipts.

d. Authorization. The Seller represents has all requisite power to execute, delivery and perform this Agreement and consummate the transactions contemplated hereunder. The Seller also represents and warrants that entering into this Agreement will not result in the breach, violation or default under any other agreement or instrument by which the Seller is bound; nor are any statutes, rules, regulations, orders or other laws to which the Seller is subject to. The Seller further represents and warrants that entering into this Agreement does not require the obtaining of any consent, approval, permit or license from any governmental authority having jurisdiction over the Seller. All organization and other proceedings required to be taken by the Seller to authorize the execution, delivery and performance of this Agreement have already been taken. The Personal Guarantor signing this Agreement on behalf of the Sellers has full power and authority to bind the Seller to perform its obligations under this Agreement.

e. Accounting Records and Tax Returns. The Seller will treat the receipt of the Purchase Price and payment of the Purchased Amount in a manner evidencing sale of its future receipts in its accounting records and tax returns and further agrees that the Purchaser is entitled to audit the Seller's accounting records and tax returns upon reasonable notice in order to verify compliance. The Seller hereby waives any rights of privacy, confidentiality or taxpayer privilege in any litigation or arbitration arising out of this Agreement in which the Seller asserts that this transaction is anything other than a sale of future receipts.

f. Taxes; Workers Compensation Insurance. The Seller has paid and will continue to promptly pay, when due, all taxes, including, without limitation, income, employment, sales and use taxes imposed upon the Seller's business by law. The Seller further asserts they will maintain workers compensation insurance required by applicable governmental authorities.

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g. No Diversion of Future Receipts. The Seller shall not allow any event to occur that would cause a diversion of any portion of the Seller's Future Receipts from the Approved Bank Account or Approved Processor without the Purchaser's written permission.

h. Change of Name of Location. The Seller, any successor-in-interest of the Seller and the Guarantor shall not conduct Seller's business under any name other than those disclosed to the Approved Processor and the Purchaser. The Seller shall not change or transfer ownership or change its place of business without obtaining prior written consent of the Purchaser.

i. Prohibited Business Transactions. The Seller shall not: transfer or sell all or substantially all of its assets without first obtaining prior written consent of the Purchaser.

j. No Closing of the Business. The Seller will not sell, dispose, transfer or otherwise convey all or substantially all of its business or assets without first: (i) obtaining the express prior written consent of the Purchaser; and (ii) upon obtaining written consent, providing the Purchaser with a copy of the executed Agreement between the Seller and the third-party. The Seller agrees that until the Purchaser shall receive the Purchased Amount in full, the Seller will not voluntarily close its business either temporarily for repairs, renovations or any other purpose; or permanently. In the event repairs or renovations are required as per legal authorities having jurisdiction over the Seller's business or such closing is necessitated by circumstances outside of the Seller's reasonable control, the Seller shall provide the Purchaser with written notice as soon as the Seller is aware.

k. No Pending Bankruptcy. As of the Effective Date, the Seller is not insolvent, has not filed, does not contemplate filing any petition for bankruptcy protection. There has been no involuntary bankruptcy petition brought or pending against the Seller. The Seller represents hat it has not consulted with a bankruptcy attorney on the issue of filing bankruptcy or some other insolvency proceeding within six months immediately preceding the Effective Date of this Agreement.

l. Unencumbered Future Receipts. The Seller has and will continue to have good, complete and marketable title to all Future Receipts, free and clear of any and all liabilities, liens, claims, changes, restrictions, conditions, options, rights, mortgages, security interests, equities, pledges and encumbrances of any kind or nature whatsoever or any other rights or interests other than by virtue of entering into this Agreement. Seller specifically warrants and represents that it is not currently bound by the terms of any future receivables or factoring agreement which may encumber in any way the Future Receipts.

m. No Stacking. The Seller shall not enter into any third-party agreement which may encumber on the Future Receipts purchased by the Purchaser.

n. Business Purpose. The Seller is entering into this Agreement solely for business purposes and not as a consumer for personal, family or household purposes.

o. No Default Under Contracts with Third-Parties. The Seller's execution and/or performance of its obligations under this Agreement will not cause or create an event of default by the Seller under any contract in which Seller is or may be a party to.

p. Right of Access. The Seller hereby grants the Purchaser the right to enter, without prior notice, the premises of the Seller's business for the purpose of inspecting or checking the Seller's transaction processing terminals to ensure the terminals are properly programmed to submit and/or batch Seller's daily receipts to the Approved Processor and to ensure that the Seller has not violated any provisions of this Agreement. The Seller hereby grants the Purchaser access to the Seller's employees, records and all other items located at the Seller's place of business during the term of this Agreement. Seller hereby agrees to provide the Purchaser any and all information concerning the Seller's business operations, banking relationships, names and contact information of the Seller's suppliers, vendors and landlord(s) and allows the Purchaser to contact said third-parties at any time.

q. Phone Recordings. The Parties agree that any call between the Parties and its owners, managers, employees, and agents may be recorded and/or monitored. The Seller acknowledges and agrees that the Seller may be contacted by the Purchaser or any of their authorized representatives at any time regarding the performance of the Seller's obligations pursuant to this Agreement. The Seller further acknowledges and agrees they will not claim that such communications are unsolicited or inconvenient.

r. Authorized Representative. The Parties agree and acknowledge the signatories to this Agreement are authorized to make managerial and financial decisions on behalf of the Seller with respect to this Agreement and have such knowledge, experience and skill in financial and business matters, thus having the capability of evaluating the merits and risks of this Agreement.

Guarantor #1 Initials: [ ] Guarantor #2 Initials: [ ]

s. Attorney Representation. The Sellers acknowledge and agree that they had read and fully understand the content of this Agreement; had the opportunity to consult with Seller's own counsel in connection with entering into this Agreement; and had made sufficient inquiries to determine this Agreement is fair and reasonable to the Seller.

t. No Additional Fees Charged. The Parties agree other than the Closing Costs, if any, the Purchaser is not charging any additional fees to the Seller.

XVIII. PLEDGE OF SECURITY

a. Pledge. As security for the prompt and complete payment and performance of any and all liabilities, obligations, covenants or agreements of the Seller pursuant to this Agreement (collectively, the "Obligations"), the Seller hereby pledges, assigns and hypothecates to the Purchaser (the "Pledge") and grants to the Purchaser a continuing, perfected and first priority lien upon and security interest in all of the Seller's rights, titles and interest in all accounts, including, but not limited to: deposit accounts, accounts receivables, other receivables, chattel paper, documents, equipment, general intangibles, instruments and inventory (collectively, the "Collateral"), whether now existing or hereinafter acquired.

b. Termination of the Pledge. Upon the payment in full of the Obligations by the Seller, the security interest in the Collateral pursuant to this Pledge shall automatically terminate without any further act of either Party and all rights to the Collateral shall revert back to the Seller. Upon Seller's request, the Purchaser will execute, acknowledge and deliver such satisfactions, releases and termination statements, in writing.

c. Representations. The Seller hereby represents and warrants to the Purchaser that the execution, delivery and performance by the Seller of this Pledge, and the remedies in respect to the Collateral under this Pledge:

i. Are duly authorized;
ii. Do not require the approval of any governmental authority or any other third-party;
iii. Do not and shall not violate or result in the breach of any provision of law or regulation, any order or decree of any court or other governmental authority; or
iv. Do not violate, result in the breach of or constitute a default under, or conflict with any indenture, mortgage, deed of trust, agreement or any other instrument to which the Seller is a party or by which any of the Seller's assets are bound.

d. Further Assurances. Upon the request of the Purchaser, the Seller, at its sole cost and expense, shall execute and deliver all such further UCC-1s, continuation statements, assurances and assignments of the Collateral and any other documents the Purchaser may request in order to more fully effectuate the purposes of this Pledge and the assignment of the Collateral to obtain the full benefits of this Pledge and the rights and powers herein created.

XIX. DEFAULTS AND REMEDIES.

a. Events of Default. The Seller is deemed to have constituted an "Event of Default" if:

i. The Seller shall violate any term, condition or covenant in this Agreement governing the Seller's obligations of timely delivery of the Initial Daily Installments or Adjusted Daily Installments to the Purchaser;
ii. The Seller shall violate any term, condition, or covenant in this Agreement in regard to any other sums due for any reason whatsoever other than as the result of the Seller's business ceasing its operations exclusively due to any of the Valid Excuses;
iii. Seller knowingly or willfully provides incorrect, false or misleading information to the Purchaser at any time;
iv. The Seller shall violation any term, condition or covenant in this Agreement;
v. The Seller uses multiple depository accounts without obtaining prior written consent of the Purchaser;
vi. The Seller fails to deposit any portion of its Future Receipts into the Approved Bank Account;
vii. The Seller changes the Approved Bank Account or Approved Processor without obtaining prior written consent of the Purchaser;
viii. The Seller interferes with the Purchaser's collection of the Initial Daily Payments or Adjusted Daily Payments, including, but not limited to the Seller interfering with ACH Payments;
ix. Two (2) or more ACH transactions attempted by the Purchaser are rejected by the Seller's Bank;
x. The Seller takes on additional financing (known as "Stacking") at any times after the Effective Date and prior to the final payment pursuant to this Agreement; or
xi. The Guaranty shall for any reason cease to be in full force and effect.

b. Seller's Obligations Upon Default. Upon occurrence of an Event of Default due to the Seller's breach of its obligations

Guarantor #1 Initials: [ ] Guarantor #2 Initials: [ ]

under this Agreement, the Seller shall immediately deliver to the Purchaser the entire unpaid portion of the Purchased Amount. The Seller shall also pay to the Purchaser any reasonable expenses incurred by the Purchaser in connection with recovering the monies due to the Purchaser pursuant to this Agreement, including, without limitation, the cost of retaining collection firms and reasonable attorneys' fees and disbursements (collectively, "Reasonable Damages"). The entire sum due shall bear simple interest from the Default Date until it is paid in full, at a rate of Nine Percent (9%) per annum, with interest accruing daily.

c. Remedies. Upon the Seller's default, the Purchaser may immediately proceed to protect and enforce its rights under this Agreement by:

i. Enforcing its rights as a creditor, including, but not limited to, notifying any account debtor(s) of the Seller's of the Purchaser's security interest;

ii. Notifying the Seller's credit card processor of this Agreement and to direct such credit card processor to make payments directly to the Purchaser of any and all amounts received by said credit card processor on behalf of the Seller;

iii. Commencing a law suit, whether for specific performance of any covenant, agreement or other provision contained herein, or to enforce the discharge of the Seller's obligations hereunder, or any other legal or equitable right or remedy;

iv. In case any Event of Default occurs and it is not waived, the Purchaser will be entitled to the issuance of an injunction, restraining order, or any other equitable relief in Purchaser's favor, subject to court approval, restraining the Seller's accounts and/or receivables up to the amount due to the Purchaser as a result of the

v. Event of Default and the Seller will be deemed to have consented to the granting of an application for the same to any court of competent jurisdiction without any prior notice to the Sellers and without the Purchaser being required to furnish a bond or other undertaking in connection with the application;
In case the Guarantor's obligations become due hereunder and are not waived, the Purchaser will be entitled to the issuance of an injunction, restraining order, or other equitable relief in the Purchaser's favor, subject to court approval, restraining the Seller and Guarantor's accounts and/or receivables up to the amount due to the Purchaser as a result of the Event of Default, and the Seller and Guarantor, each, in their individual capacities, will be deemed to have consented to the granting of an application for the same to any court of competent jurisdiction, without any prior notice to the Seller or Guarantor and without the Purchaser being required to furnish a bond or other undertaking in connection with the application.

ci. Power-of-Attorney. The Seller irrevocably appoints the Purchaser and its representatives as its agents and attorneys-in-fact with the full authority to take any action or execute any instrument or document: (i) to settle all obligations due to the Purchaser from any credit card processor and/or account debtor(s) of the Seller; (ii) upon occurrence of an Event of Default, to perform any and all obligations of the Seller under this Agreement to protect the value of the Collateral by obtaining the required insurance; (iii) to collect monies due or to become due under or in respect of any of the Collateral; (iv) to receive, endorse and collect any checks, notes, drafts, instruments, documents or chattel paper in connection with this Agreement; (v) to sign the Seller's name on any invoice, bill of lading, or assignment directing customers or account debtors (collectively, "Account Debtors") to make payment directly to the Purchaser; and (vi) to file any claims or take any action or institute any proceeding which the Purchaser may deem necessary for the collection of any of the unpaid Purchased Amount from the Collateral, or otherwise enforce its rights with respect to the collection of the Purchased Amount.

XX. MISCELLANEOUS

a. Seller Deposit Agreement. The Seller shall execute an agreement with the Purchaser that shall authorize the Purchaser to arrange for electric fund transfers and/or ACH Payments of the Initial Daily Installments or Adjusted Daily Installments from the Approved Bank Account. The Seller shall provide the Purchaser and/or its authorized agent with all the information, authorizations and passwords necessary to verify the Seller's receivables, receipts and deposits in the Approved Bank Account. The Seller shall authorize the Purchaser and/or its agent to deduct the payments daily to Purchaser. The authorization shall be irrevocable until such time when the Seller shall has satisfied its obligations under this Agreement.

b. Indemnification. The Seller and its Guarantor(s) jointly and severally indemnify and hold harmless to the fullest extent permitted by law the Approved Processor, any ACH processor, customer and/or Account Debtors of the Seller, their officers, directors and shareholders against any and all losses, damages, claims, liabilities and expenses incurred by the ACH processor, customer, and/or Account Debtors of the Seller resulting from claims asserted by the Purchaser for monies owed to the Purchaser from the Seller and actions taken by any ACH Processor, customer and/or Account Debtor of the Seller in reliance upon the information or instructions provided by the Purchaser.

Guarantor #1 Initials: [ ] Guarantor #2 Initials: [ ]

c. No Liability. In no event shall the Purchaser be liable for any claims asserted by the Seller or its Guarantor under any legal theory for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, incidental, indirect or consequential damages, each of which is hereby knowingly and voluntarily waived by the Seller and Guarantor.

d. Modifications; Agreements. No modification, amendment, waiver or consent of any provision of this Agreement shall be effective unless the same shall be in writing and signed by both Parties.

e. Assignments. The Purchaser may assign, transfer or sell its rights or delegate its duties hereunder, either in whole or in part, without prior notice to the Seller. The Seller may not assign its rights or obligations under this Agreement without obtaining Purchaser's prior written consent. The Purchaser reserves the right to deny such consent.

f. Notices. Unless different means of delivering notices are set forth, all notices, requests, consent, demands and other communications hereunder shall be delivered via certified mail, return receipt requested, to the respective Parties at the addresses listed in the preamble of this Agreement.

g. Waiver Remedies. The Parties agree and acknowledge the Purchaser reserves any rights pursuant to this Agreement.

h. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

i. Governing Law, Venue and Jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, except that Seller shall not have the right to assign its rights hereunder or any interest herein without the prior written consent of Purchaser which consent may be withheld in Purchaser's sole discretion. This Agreement shall be governed by and construed exclusively in accordance with the laws of the State Connecticut. Any suit, action or proceeding arising hereunder, or the interpretation, performance, or breach hereof, shall be, if Purchaser so elects, instituted in a state court sitting in the State of Connecticut, County of Fairfield without regard to conflict of law provisions (the "Acceptable Forum"). The parties agree that the Acceptable Forum shall be the sole and exclusive forum for any and all disputes arising out of or relating to this Agreement and the Parties agree that the Acceptable Forum is convenient and submit to the jurisdiction of the Acceptable Forum and waive any and all objections to jurisdiction or venue. Should a proceeding be initiated in any other forum, the parties waive any right to oppose any motion or application made by either party to transfer such proceeding to an Acceptable Forum.

j. Service of Process.

IMPORTANT NOTICE - THIS SERVICE OF PROCESS PROVISION CONTAINS IMPORTANT CONSENTS AND WAIVERS. YOU SHOULD CAREFULLY REVIEW THIS AND ALL OTHER PROVISIONS OF THIS AGREEMENT WITH YOUR LAWYER.

a. In addition to service of process under the laws of the Acceptable Forum, each Seller and Guarantor agree and consent to receive any court required service of process (including, without limitation, service of process (a) to commence litigation, (b) after litigation has been commenced for any court filings, and (c) for Purchaser obtaining a Prejudgment Remedy), through the following methods and manners (collectively "Acceptable Methods"):

1. Mail when sent by certified or registered mail, return receipt requested, Federal Express, or other overnight courier, addressed to the respective mailing addresses of each Seller and Guarantor, as contained in this Agreement, or in Purchaser's records, or any other mailing address provided to Purchaser in writing; and
2. Electronic mail (e-mail) when sent to the respective e-mail addresses of each Seller and Guarantor, as contained in this Agreement, or in Purchaser's records, or any other e-mail address provided to Purchaser in writing.

b. Each Seller and Guarantor make, agree and consent to the following representations and waivers:

1. Each Seller and Guarantor agrees that service of process made through either or both of the Acceptable Methods will constitute valid and lawful service of process on them without the necessity for service of process by other means (e.g., as provided for by statute or rules of court), but without invalidating service of process performed in accordance with such other provisions;
2. Each Seller and Guarantor agrees and consents that service of process is deemed effective according to the following:

Guarantor #1 Initials: [ ] Guarantor #2 Initials: [ ]

i. If sent by certified or registered, mail return receipt requested, Federal Express, or other overnight courier, at the earlier of: (a) four calendar days after mailing, (b) when delivered, or (c) when actually received; and

ii. If sent by e-mail, on the same day and time that the e-mail is sent;

3. Each Seller and Guarantor represents that their respective mailing and e-mail addresses as contained in this Agreement, and/or as provided to Purchaser in writing, are correct and valid, they regularly receive and send correspondence from these addresses, and service sent to these addresses is expected to be received by them;
4. Each Seller and Guarantor agrees and consents that Purchaser may serve process on them directly, including for the Acceptable Methods, without the necessity of having service completed by a marshal or indifferent person, but without invalidating service of process completed by a marshal or indifferent person, and each Seller and Guarantor waives any objection if Purchaser serves process directly on them; and
5. EACH SELLER AND GUARANTOR WAIVES ANY OBJECTION TO INSUFFICIENCY OF PROCESS, INSUFFICIENCY OF SERVICE OF PROCESS, OR PERSONAL JURISDICTION, WHETHER RAISED IN A MOTION TO DISMISS, OR OTHER SIMILAR MOTION, IF SERVICE IS CONDUCTED BY ANY METHOD OR MANNER CONTAINED IN THIS SERVICE OF PROCESS PROVISION OR ANY OTHER METHOD ALLOWED UNDER THE LAWS OF THE ACCEPTABLE FORUM.

k. PREJUDGMENT REMEDY WAIVER WHERE SALES-BASED FINANCING AMOUNT IS $250,000 OR LESS.

IMPORTANT NOTICE - THIS PREJUDMGENT REMEDY WAIVER MAY RESULT IN THE ATTACHMENT OF YOUR BANK ACCOUNTS WITHOUT PRIOR NOTICE OR COURT HEARING. YOU HAVE THE RIGHT TO REQUEST A COURT HEARING TO CONTEST ANY ATTACHMENT MADE THROUGH USE OF THIS PREJUDGMENT REMEDY WAIVER. YOU SHOULD CAREFULLY REVIEW THIS AND ALL OTHER PROVISIONS OF THIS AGREEMENT WITH YOUR LAWYER.

a. EACH AND EVERY SELLER AND GUARANTOR (COLLECTIVELY THE "UNDERSIGNED") ACKNOWLEDGES AND AGREES:

1. **THIS AGREEMENT IS A "COMMERCIAL TRANSACTION" AS DEFINED IN CONNECTICUT GENERAL STATUTES SECTION 52-278a AS AMENDED, AND**
2. **WAIVES ALL RIGHTS TO PRIOR NOTICE AND PRIOR OPPORTUNITY FOR A HEARING UNDER SECTIONS 52-278a TO 52-278g INCLUSIVE OF THE CONNECTICUT GENERAL STATUTES AS AMENDED, OR UNDER ANY SIMILAR LAW WHETHER STATE, FEDERAL OR CONSTITUTIONAL, IN CONNECTION WITH PURCHASER OBTAINING ANY PREJUDGMENT REMEDY AFTER, BUT NOT UPON, COMMENCING ANY LITIGATION IN CONNECTICUT AGAINST ANY ONE OF THE UNDERSIGNED, AND**
3. **WAIVES ANY REQUIREMENT FOR THE POSTING OF A BOND, AND ANY RIGHT TO REQUEST THAT A COURT REQUIRE PURCHASER TO POST A BOND IN CONNECTION WITH ANY PREJUDGMENT REMEDY.**

b. EACH OF THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT: (1) PURCHASER'S EXTENSION OF SALES-BASED FINANCING TO SELLER(S) IS $250,000 OR LESS, AND (2) THE PROVISIONS OF CONNECTICUT GENERAL STATUTES SECTION 36a-868 AND PUBLIC ACT 23-201 APPLY TO THIS AGREEMENT AND PREJUDGMENT REMEDY WAIVER, AND (3) PURCHASER MAY ONLY OBTAIN A PREJUDMGENT REMEDY, THROUGH USE OF THIS WAIVER, AFTER, BUT NOT UPON, COMMENCING ANY LITIGATION AGAINST ANY ONE OF THE UNDERSIGNED.

c. EACH OF THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT AS PART OF THIS PREJUDGMENT REMEDY WAIVER, BUT NOT AS AN EXCLUSIVE REMEDY, PURCHASER MAY ATTACH OR GARNISH THE UNDERSIGNED'S MONEY, AND OTHER PROPERTY, HELD IN ANY ACCOUNT AT ANY FINANCIAL INSTITUTION (INCLUDING WITHOUT LIMITATION AT ANY BANK, CREDIT UNION, OR OTHER FINANCIAL INSTITUTION (INDIVIDUALLY AND COLLECTIVELY "FINANCIAL INSTITUTION")) IF THE FINANCIAL INSTITUTION: (1) HAS A BRANCH, OFFICE OR ATM LOCATED IN CONNECTICUT, OR (2) IS REGISTERED WITH THE CONNECTICUT SECRETARY OF STATE, OR (3) IS AUTHORIZED TO CONDUCT BUSINESS IN CONNECTICUT, OR (4) IS ENGAGED IN THE TRANSACTION OF BUSINESS IN CONNECTICUT.

d. EACH OF THE UNDERSIGNED ACKNOWLEDGES AND AGREES TO THE SERVICE OF PROCESS METHODS PROVIDED FOR IN THE SERVICE OF PROCESS PARAGRAPH XX(j), INCLUDING FOR PURCHASER OBTAINING ANY PREJUDGMENT REMEDY.

l. PREJUDGMENT REMEDY WAIVER WHERE SALES-BASED FINANCING AMOUNT EXCEEDS $250,000.

IMPORTANT NOTICE - THIS PREJUDMGENT REMEDY WAIVER MAY RESULT IN THE ATTACHMENT OF YOUR BANK ACCOUNTS WITHOUT PRIOR NOTICE OR COURT HEARING. YOU HAVE THE RIGHT TO REQUEST A COURT HEARING TO CONTEST ANY ATTACHMENT MADE THROUGH USE OF THIS PREJUDGMENT REMEDY

Guarantor #1 Initials: [ ] Guarantor #2 Initials: [ ]

WAIVER. YOU SHOULD CAREFULLY REVIEW THIS AND ALL OTHER PROVISIONS OF THIS AGREEMENT WITH YOUR LAWYER.

a. EACH AND EVERY SELLER AND GUARANTOR (COLLECTIVELY THE "UNDERSIGNED") ACKNOWLEDGES AND AGREES:

1. **THIS AGREEMENT IS A "COMMERCIAL TRANSACTION" AS DEFINED IN CONNECTICUT GENERAL STATUTES SECTION 52-278a AS AMENDED, AND**
2. **WAIVES ALL RIGHTS TO PRIOR NOTICE AND PRIOR OPPORTUNITY FOR A HEARING UNDER SECTIONS 52-278a TO 52-278g INCLUSIVE OF THE CONNECTICUT GENERAL STATUTES AS AMENDED, OR UNDER ANY SIMILAR LAW WHETHER STATE, FEDERAL OR CONSTITUTIONAL, IN CONNECTION WITH PURCHASER OBTAINING ANY PREJUDGMENT REMEDY UPON OR AFTER COMMENCING ANY LITIGATION IN CONNECTICUT AGAINST ANY ONE OF THE UNDERSIGNED, AND**
3. **WAIVES ANY REQUIREMENT FOR THE POSTING OF A BOND, AND ANY RIGHT TO REQUEST THAT A COURT REQUIRE PURCHASER TO POST A BOND IN CONNECTION WITH ANY PREJUDGMENT REMEDY.**

b. EACH OF THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT AS PART OF THIS PREJUDGMENT REMEDY WAIVER, BUT NOT AS AN EXCLUSIVE REMEDY, PURCHASER MAY ATTACH OR GARNISH THE UNDERSIGNED'S MONEY, AND OTHER PROPERTY, HELD IN ANY ACCOUNT AT ANY FINANCIAL INSTITUTION (INCLUDING WITHOUT LIMITATION AT ANY BANK, CREDIT UNION, OR OTHER FINANCIAL INSTITUTION (INDIVIDUALLY AND COLLECTIVELY "FINANCIAL INSTITUTION")) IF THE FINANCIAL INSTITUTION: (1) HAS A BRANCH, OFFICE OR ATM LOCATED IN CONNECTICUT, OR (2) IS REGISTERED WITH THE CONNECTICUT SECRETARY OF STATE, OR (3) IS AUTHORIZED TO CONDUCT BUSINESS IN CONNECTICUT, OR (4) IS ENGAGED IN THE TRANSACTION OF BUSINESS IN CONNECTICUT.

c. EACH OF THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT: (1) PURCHASER'S EXTENSION OF SALES-BASED FINANCING TO SELLER(S) EXCEEDS $250,000, AND (2) THE PROVISIONS OF CONNECTICUT GENERAL STATUTES SECTION 36a-868 AND PUBLIC ACT 23-201 DO NOT APPLY TO THIS AGREEMENT AND PREJUDGMENT REMEDY WAIVER, AND (3) PURCHASER MAY OBTAIN A PREJUDMGENT REMEDY, THROUGH USE OF THIS WAIVER UPON OR AFTER COMMENCING ANY LITIGATION AGAINST ANY ONE OF THE UNDERSIGNED.

d. EACH OF THE UNDERSIGNED ACKNOWLEDGES AND AGREES TO THE SERVICE OF PROCESS METHODS PROVIDED FOR IN THE SERVICE OF PROCESS PARAGRAPH XX(j), INCLUDING FOR PURCHASER OBTAINING ANY PREJUDGMENT REMEDY.

m. Survival of Representation. All representations, warranties and covenants herein shall survive the execution and delivery of this Agreement an shall continue in full force until all the obligations under this Agreement have been satisfied in full and this Agreement shall have expired.

n. Severability. In case any of the provisions of this Agreement are found to be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of any other provisions contained herein shall not in any way be affected or impaired. Any provision of this Agreement that may be found by a court having jurisdiction to be prohibited by law shall be ineffective only to the extent of such prohibition without invalidating the remaining provisions hereof.

o. Entire Agreement. This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements and understandings relating to the subject matter hereof. Each Party hereto has had the opportunity to consult with legal counsel of their choosing regarding the terms and condition of this Agreement, before executing this Agreement.

p. Jury Trial Waiver. THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY COURT IN ANY SUIT, ACTION OR PROCEEDING ON ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE TRANSACTIONS OF WHICH THIS AGREEMENT IS A PART OR THE ENFORCEMENT HEREOF. EACH PARTY HERETO ACKNOWLEDGES THAT IT MAKES THIS WAIVER KNOWINGLY, WILLINGLY AND VOLUNTARILY AND WITHOUT DURESS, AND ONLY AFTER EXTENSIVE CONSIDERATION AND DISCUSSIONS OF THE RAMIFICATIONS OF THIS WAIVER WITH ITS ATTORNEYS.

q. Class Action Waiver. EACH PARTY HERETO WAIVES ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY, AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR IS AGAINST PUBLIC POLICY. TO THE EXTENT EITHER PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER,

Guarantor #1 Initials: [ ] Guarantor #2 Initials: [ ]

THE PARTIES HEREBY AGREE THAT: (I) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTIONS; AND (II) THE PARTY WHO INITATETS OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY THROUGH THE CLASS OR REPRESENTATION ACTION.

r. Counterparts and Facsimile Signatures. This Agreement may be signed in one or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same agreement.

s. Attorney Review. The Parties acknowledge that they are commercial entities and/or sophisticated parties and have had the opportunity to consult with their respective legal counsel regarding this Agreement. Parties further acknowledge the terms of this Agreement are not to be construed against any Party because that Party drafted the Agreement or construed in favor of any Party because that Party failed to understand the legal effect of the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

FOR THE SELLER

By:_____

Name: LEE WILLIS CHANGCHOON
Title: Owner/Agent/Manager
EIN: 06-1708146

FOR THE SELLER

By:_____

Name:
Title:
EIN: _____

AGREE TO BE BOUND BY THE PROVIONS OF THIS AGREEMENT APPLICABLE TO AND CONCERNING GUARANTOR

By:_____
Name: LEE WILLIS CHANGCHOON
SSN:_____

OWNER/GUARANTOR #2

By:_____
Name:
SSN: _____

I FUND EXPERTS LLC
By:
_____
Name:
Title:

Guarantor #1 Initials: [ ] Guarantor #2 Initials: [ ]

EXHIBIT A – APPLICABLE FEES

The Parties hereby acknowledge and agree to the following:

1. **Possible Conflicts**. If there is any conflict or inconsistency between any of the provisions of this Addendum and any provisions of the Agreement to which this Appendix is attached, all such conflicts and inconsistencies shall follow the terms and conditions set forth in this Appendix.

2. **Additional Fees.** The Purchaser does not permit unauthorized outside fees not previously disclosed. The fee amount for this agreement is contingent upon closing papers and will be held back from the funded amount.

3. **Authorization**. The Seller hereby authorizes the Purchaser to apply a portion of the Purchase Price due to the Seller to satisfy the applicable fees as per this Agreement.

4. **No Reduction of Purchase Price**. The Parties hereby agree that the deduction of the applicable fees from the Purchase Price shall not be deemed a reduction to the Purchase Price.

5. **Applicable Fees**.

   a. Origination/Underwriting Fee. A total of $ $ 33,800.00 is deemed an Origination and Underwriting fee. This fee is to cover the expenses associated with origination, underwriting and related expenses pursuant to this Agreement. If for any reason the Purchaser, in their sole capacity, decides to cancel the deal, the Parties agree the Seller is still responsible for this fee.

   b. Bank Change Fee. In the event the Seller requests a change in bank accounts for the ACH payments, a $50.00 bank change fee shall be added.

   c. Wire Fee. In the event a Seller shall request a Fed Wire, a $50.00 wire fee shall be added.

   d. ACH Program Fee. $_____ per month for the duration of the Agreement.

   e. UCC Fee. $195.00

   f. Collection Fees and Costs. In the event the Seller or Guarantor breaches the terms of this Agreement, the Seller and/or Guarantor shall be liable for Purchaser's reasonable attorney's fees and costs of collection and/or to enforce any term in the Agreement, in addition to any other damages awarded by a court.

AGREED AND ACCEPTED:

OWNER/GUARANTOR #2:

By:_____

Name:LEE WILLIS CHANGCHOON
SSN:_____

By: _____

Name:
SSN:_____

I FUND EXPERTS LLC
By:_____
Name:
Title:

Guarantor #1 Initials: [ ] Guarantor #2 Initials: [ ]

EXHIBIT B – PERSONAL GUARANTY OF PERFORMANCE

This Personal Guaranty of Performance (the "Guaranty") is entered into on 09/30/2025, by and between LEE WILLIS CHANGCHOON (the "Guarantor") on behalf of EMMAUS MEDICAL INC (the "Seller") and I Fund Experts, (the "Purchaser") (collectively, the "Parties").

WHEREAS, pursuant to the Agreement, the Purchaser has agreed to purchase a portion of Future Receipts of the Seller;
WHEREAS, the Guarantor is an owner, officer, director, or manager of the Seller, will directly benefit from entering into the Agreement;
WHEREAS, the Purchaser is not willing to enter into the Agreement unless Guarantor irrevocably, absolutely and unconditionally guarantees to the Purchaser prompt and complete performance of all obligations of the Seller under the Agreement;
NOW, THEREFORE, pursuant to the Parties desire to proceed with the Agreement and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Guarantor hereby agrees as follows:

1. **Guaranty of Obligations**. The Guarantor hereby irrevocably, absolutely and unconditionally guarantees to the Purchaser prompt, full, faithful and complete performance and observance of all of Seller's Obligations under the Agreement. The Guarantor unconditionally covenants to the Purchaser in the event of a default or breach at any time by the Seller, the Guarantor shall be responsible for the Obligations and pay all damages and other amounts stipulated in the Agreement with respect to non- performance of the Obligations.

2. **Guarantor's Covenants**. The liability of the Guarantor shall not be impaired, abated, deferred, diminished, modified, released, terminated or discharged, in whole or in part, or otherwise affected, by any event, condition, occurrence, circumstance, proceeding, action or failure to act, with or without notice to, or the knowledge or consent of the Guarantor, including, without limitation:

   a. any amendment, modification or extension of the Agreement or any Obligation;
   b. any extension of time for performance, whether in whole or in part, of any Obligation given prior to or after default thereunder;
   c. any exchange, surrender or release, in whole or in part, of any security that may be held by the Purchaser at any time under the Agreement;
   d. any other guaranty in existence now or which may be executed by the Guarantor or any other third-party affiliated to the Seller;
   e. any waiver of or assertion or enforcement or failure or refusal to assert or enforce, in whole or in part, any Obligation, claim, cause of action, right or remedy which the Purchaser may, at any time, have under the Agreement or with respect to any guaranty or any security which may be held by the Purchaser at any time for or under this Guaranty or with respect to the Seller;
   f. any act, omission or delay by the Purchaser which may in any manner or to any extent vary the risk of the Guarantor or which would otherwise operate as a discharge the Guarantor as a matter of law;
   g. the release of any other guarantor from liability for the performance or observance of any Obligation, whether by operation of law or otherwise;
   h. the failure to give the Guarantor any notice whatsoever; or
   i. any right, power or privilege that the Purchaser may now or hereafter have against any person, entity or collateral in relation to the Agreement.

1. **Guarantor's Additional Covenants.** The Guarantor will not dispose, convey, sell or otherwise transfer, or call the Seller to dispose, convey, sell or otherwise transfer, any material business assets of the Seller outside of the ordinary course of the Seller's business without the prior written consent of the Purchaser, which may be withheld by the Purchaser for any reason, until receipt of the entire Purchased Amount has been remitted to the Purchaser. The Guarantor shall pay to the Purchaser, upon demand, all expenses (including, without limitation, reasonable attorneys' fees and disbursements) of, or incidental to, or relating to the enforcement or protection of the Purchaser's rights hereunder or the Purchaser's rights under the Agreement. This Guaranty is binding upon the Guarantor and the Guarantor's heirs, legal representatives, successors and assigns and shall inure to the benefit of and may be enforced by the successors and assigns of the Purchaser. If there is more than one Guarantor, the obligations of the Guarantors hereunder shall be joint and several. The obligation of the Guarantor shall be unconditional and absolute, regardless of the unenforceability of any provision of any agreement between the Seller and the Purchaser, or the existence of any

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defense, setoff or counterclaim, which the Seller may assert. The Purchaser is hereby authorized, without notice or demand and without affecting the liability of the Guarantor hereunder, to at any time renew or extend the Seller's obligations under the Agreement or otherwise modify, amend or change the terms of the Agreement. Additionally, the Guarantor is hereby notified and consents that a negative credit report reflecting their credit record may be submitted to a credit-reporting agency if the Guarantor does not honor the terms of this Guaranty.

4. **Waiver; Remedies.** No failure on the part of the Purchaser to exercise, and no delay in exercising any right under this Guaranty shall constitute a waiver, nor shall any single or partial exercise of any right under this Guaranty preclude any other or further exercise any other rights. The remedies provided in this Guaranty are cumulative and not exclusive of any remedies provided by law or equity. In the event the Seller fails to perform any obligation under the Agreement, the Purchaser may enforce its rights under this Guaranty without first seeking to obtain performance for such default from the Seller or any other Guarantors.

5. **Acknowledge of Purchase**. The Guarantor acknowledges and agrees that the Purchase Price paid by the Purchaser to the Seller in exchange for the Purchased Amount of Future Receipts is a payment for an adequate consideration and is not intended to be treated as a loan or financial accommodation from the Purchaser to the Seller. The Guarantor specifically acknowledges that the Purchaser is not a lender, bank or credit card processor, and the Purchaser has not offered any loans to the Seller. The Guarantor waives any claims or defenses of usury in any action arising out of this Guaranty. The Guarantor acknowledges that the Purchase Price paid to the Seller is good and valuable consideration for the sale of the Purchased Amount.

6. **Governing Law, Venue and Jurisdiction.** This Guaranty shall be governed by and construed exclusively in accordance with the laws of the State of Connecticut, without regards to any applicable principles of conflicts of law. Any lawsuit, action or proceeding arising out of or in connection with this Guaranty shall be instituted exclusively in any court sitting in the State of Connecticut, County of Fairfield, (the "Acceptable Forum"). The parties agree that the Acceptable Forum is convenient and submit to the jurisdiction of the Acceptable Forum and waive any and all objections to inconvenience of the jurisdiction or venue. Should a proceeding be initiated in any other forum, each of the parties to this Guaranty irrevocably waives any right to oppose any motion or application made by any other party to transfer such proceeding to an Acceptable Forum.

7. **Service of Process.**

IMPORTANT NOTICE - THIS SERVICE OF PROCESS PROVISION CONTAINS IMPORTANT CONSENTS AND WAIVERS. YOU SHOULD CAREFULLY REVIEW THIS AND ALL OTHER PROVISIONS OF THIS GUARANTY WITH YOUR LAWYER.

In addition to service of process under the laws of the Acceptable Forum, each Seller and Guarantor agree and consent to receive any court required service of process (including, without limitation, service of process (a) to commence litigation, (b) after litigation has been commenced for any court filings, and (c) for Purchaser obtaining a Prejudgment Remedy), through the following methods and manners (collectively "Acceptable Methods"):

1. Mail when sent by certified or registered mail, return receipt requested, Federal Express, or other overnight courier addressed to the respective mailing addresses of each Seller and Guarantor, as contained in the Agreement, or in Purchaser's records, or any other mailing address provided to Purchaser in writing; and

2. Electronic mail (e-mail) when sent to the respective e-mail addresses of each Seller and Guarantor, as contained in the Agreement, or in Purchaser's records, or any other e-mail address provided to Purchaser in writing.

b. Each Seller and Guarantor make, agree and consent to the following representations and waivers:

1. Each Seller and Guarantor agrees that service of process made through either or both of the Acceptable Method will constitute valid and lawful service of process on them without the necessity for service of process by other means (e.g., as provided for by statute or rules of court), but without invalidating service of process performed in accordance with such other provisions;

2. Each Seller and Guarantor agrees and consents that service of process is deemed effective according to the following:

Guarantor #1 Initials: [ ] Guarantor #2 Initials: [ ]

i. If sent by certified or registered, mail return receipt requested, Federal Express, or other overnight courier, at the earlier of: (a) four calendar days after mailing, (b) when delivered, or (c) when actually received; and

ii. If sent by e-mail, on the same day and time that the e-mail is sent;

3. Each Seller and Guarantor represents that their respective mailing and e-mail addresses as contained in th Agreement, and/or as provided to Purchaser in writing, are correct and valid, they regularly receive and send correspondence from these addresses, and service sent to these addresses is expected to be received by them;

4. Each Seller and Guarantor agrees and consents that Purchaser may serve process on them directly, including for th Acceptable Methods, without the necessity of having service completed by a marshal or indifferent person, but without invalidating service of process completed by a marshal or indifferent person, and each Seller and Guarantor waives any objection if Purchaser serves process directly on them; and

5. EACH SELLER AND GUARANTOR WAIVES ANY OBJECTION TO INSUFFICIENCY OF PROCESS, INSUFFICIENCY OF SERVICE OF PROCESS, OR PERSONAL JURISDICTION, WHETHER RAISED IN A MOTION TO DISMISS, OR OTHER SIMILAR MOTION, IF SERVICE IS CONDUCTED BY ANY METHOD OR MANNER CONTAINED IN THIS SERVICE OF PROCESS PROVISION OR ANY OTHER METHOD ALLOWED UNDER THE LAWS OF THE ACCEPTABLE FORUM.

8. PREJUDGMENT REMEDY WAIVER WHERE SALES-BASED FINANCING AMOUNT IS $250,000 OR LESS.

IMPORTANT NOTICE - THIS PREJUDMGENT REMEDY WAIVER MAY RESULT IN THE ATTACHMENT OF YOUR BANK ACCOUNTS WITHOUT PRIOR NOTICE OR COURT HEARING. YOU HAVE THE RIGHT TO REQUEST A COURT HEARING TO CONTEST ANY ATTACHMENT MADE THROUGH USE OF THIS PREJUDGMENT REMEDY WAIVER. YOU SHOULD CAREFULLY REVIEW THIS AND ALL OTHER PROVISIONS OF THIS GUARANTY WITH YOUR LAWYER.

a. EACH AND EVERY SELLER AND GUARANTOR (COLLECTIVELY THE "UNDERSIGNED") ACKNOWLEDGES ANI AGREES:

1. THE AGREEMENT IS A "COMMERCIAL TRANSACTION" AS DEFINED IN CONNECTICUT GENERAL ST SECTION 52-278a AS AMENDED, AND

2. WAIVES ALL RIGHTS TO PRIOR NOTICE AND PRIOR OPPORTUNITY FOR A HEARING UNDER SECT 278a TO 52-278g INCLUSIVE OF THE CONNECTICUT GENERAL STATUTES AS AMENDED, OR UNDER ANY SIMILAR LAW WHETHER STATE, FEDERAL OR CONSTITUTIONAL, IN CONNECTION WITH PURCHASER OBTAINING ANY PREJUDGMENT REMEDY AFTER, BUT NOT UPON, COMMENCING ANY LITIGATION IN CONNECTICUT AGAINST ANY ONE OF THE UNDERSIGNED, AND

3. WAIVES ANY REQUIREMENT FOR THE POSTING OF A BOND, AND ANY RIGHT TO REQUEST THAT A REQUIRE PURCHASER TO POST A BOND IN CONNECTION WITH ANY PREJUDGMENT REMEDY.

b. EACH OF THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT: (1) PURCHASER'S EXTENSION OF SALES BASED FINANCING TO SELLER(S) IS $250,000 OR LESS, AND (2) THE PROVISIONS OF CONNECTICUT GENERAL STATUTES SECTION 36a-868 AND PUBLIC ACT 23-201 APPLY TO THE AGREEMENT AND PREJUDGMENT REMEDY WAIVER, AND (3) PURCHASER MAY ONLY OBTAIN A PREJUDMGENT REMEDY, THROUGH USE OF THIS WAIVER, AFTER, BUT NOT UPON, COMMENCING ANY LITIGATION AGAINST ANY ONE OF THE UNDERSIGNED.

c. EACH OF THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT AS PART OF THIS PREJUDGMENT REMED WAIVER, BUT NOT AS AN EXCLUSIVE REMEDY, PURCHASER MAY ATTACH OR GARNISH THE UNDERSIGNED'S MONEY, AND OTHER PROPERTY, HELD IN ANY ACCOUNT AT ANY FINANCIAL INSTITUTION (INCLUDING WITHOUT LIMITATION AT ANY BANK, CREDIT UNION, OR OTHER FINANCIAL INSTITUTION (INDIVIDUALLY AND COLLECTIVELY "FINANCIAL INSTITUTION")) IF THE FINANCIAL INSTITUTION: (1) HAS A BRANCH, OFFICE OR ATM LOCATED IN CONNECTICUT, OR (2) IS REGISTERED WITH THE CONNECTICUT SECRETARY OF STATE, OR (3) IS AUTHORIZED TO CONDUCT BUSINESS IN CONNECTICUT, OR (4) IS ENGAGED IN THE TRANSACTION OF BUSINESS IN CONNECTICUT.

Guarantor #1 Initials: [ ] Guarantor #2 Initials: [ ]

d. EACH OF THE UNDERSIGNED ACKNOWLEDGES AND AGREES TO THE SERVICE OF PROCESS METHODS PROVIDED FOR IN THE SERVICE OF PROCESS PARAGRAPH 7, INCLUDING FOR PURCHASER OBTAINING ANY PREJUDGMENT REMEDY.

9. PREJUDGMENT REMEDY WAIVER WHERE SALES-BASED FINANCING AMOUNT EXCEEDS $250,000.

IMPORTANT NOTICE - THIS PREJUDMGENT REMEDY WAIVER MAY RESULT IN THE ATTACHMENT OF YOUR BANK ACCOUNTS WITHOUT PRIOR NOTICE OR COURT HEARING. YOU HAVE THE RIGHT TO REQUEST A COURT HEARING TO CONTEST ANY ATTACHMENT MADE THROUGH USE OF THIS PREJUDGMENT REMEDY WAIVER. YOU SHOULD CAREFULLY REVIEW THIS AND ALL OTHER PROVISIONS OF THIS GUARANTY WITH YOUR LAWYER.

a. EACH AND EVERY SELLER AND GUARANTOR (COLLECTIVELY THE "UNDERSIGNED") ACKNOWLEDGES ANI AGREES:

1. THE AGREEMENT IS A "COMMERCIAL TRANSACTION" AS DEFINED IN CONNECTICUT GENERAL ST SECTION 52-278a AS AMENDED, AND

2. WAIVES ALL RIGHTS TO PRIOR NOTICE AND PRIOR OPPORTUNITY FOR A HEARING UNDER SECT 278a TO 52-278g INCLUSIVE OF THE CONNECTICUT GENERAL STATUTES AS AMENDED, OR UNDER ANY SIMILAR LAW WHETHER STATE, FEDERAL OR CONSTITUTIONAL, IN CONNECTION WITH PURCHASER OBTAINING ANY PREJUDGMENT REMEDY UPON OR AFTER COMMENCING ANY LITIGATION IN CONNECTICUT AGAINST ANY ONE OF THE UNDERSIGNED, AND

3. WAIVES ANY REQUIREMENT FOR THE POSTING OF A BOND, AND ANY RIGHT TO REQUEST THAT A REQUIRE PURCHASER TO POST A BOND IN CONNECTION WITH ANY PREJUDGMENT REMEDY.

b. EACH OF THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT AS PART OF THIS PREJUDGMENT REMED WAIVER, BUT NOT AS AN EXCLUSIVE REMEDY, PURCHASER MAY ATTACH OR GARNISH THE UNDERSIGNED'S MONEY, AND OTHER PROPERTY, HELD IN ANY ACCOUNT AT ANY FINANCIAL INSTITUTION (INCLUDING WITHOUT LIMITATION AT ANY BANK, CREDIT UNION, OR OTHER FINANCIAL INSTITUTION (INDIVIDUALLY AND COLLECTIVELY "FINANCIAL INSTITUTION")) IF THE FINANCIAL INSTITUTION: (1) HAS A BRANCH, OFFICE OR ATM LOCATED IN CONNECTICUT, OR (2) IS REGISTERED WITH THE CONNECTICUT SECRETARY OF STATE, OR (3) IS AUTHORIZED TO CONDUCT BUSINESS IN CONNECTICUT, OR (4) IS ENGAGED IN THE TRANSACTION OF BUSINESS IN CONNECTICUT.

c. EACH OF THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT: (1) PURCHASER'S EXTENSION OF SALES BASED FINANCING TO SELLER(S) EXCEEDS $250,000, AND (2) THE PROVISIONS OF CONNECTICUT GENERAL STATUTES SECTION 36a-868 AND PUBLIC ACT 23-201 DO NOT APPLY TO THE AGREEMENT AND PREJUDGMENT REMEDY WAIVER, AND (3) PURCHASER MAY OBTAIN A PREJUDMGENT REMEDY, THROUGH USE OF THIS WAIVER UPON OR AFTER COMMENCING ANY LITIGATION AGAINST ANY ONE OF THE UNDERSIGNED.

d. EACH OF THE UNDERSIGNED ACKNOWLEDGES AND AGREES TO THE SERVICE OF PROCESS METHODS PROVIDED FOR IN THE SERVICE OF PROCESS PARAGRAPH 7, INCLUDING FOR PURCHASER OBTAINING ANY PREJUDGMENT REMEDY.

10 . Jury Waiver. The Parties waive the right to a trial by jury in any court in any suit, action or proceeding on any matter arising in connection with or in any way related to the transactions of which this Guaranty is a part of or its enforcement, except where such waiver is prohibited by law or deemed by a court of law to be against public policy. The Parties acknowledge that each Party makes this waiver knowingly, willingly and voluntarily and without duress, and only after extensive consideration of the ramifications of this waiver with their attorneys.

11. Class Action Waiver. The Parties waive any right to assert any claims against the other Party as a representative or member in any class or representative action, except where such waiver is prohibited by law or deemed by a court of law to be against public policy to the extent either Party is permitted by law or court of law to proceed with a class or representative action against the other. The Parties further acknowledge and agree that in the event a class action does occur: (i) the prevailing party shall not be entitled to recover attorneys' fees or costs associated with pursuing the class

Guarantor #1 Initials: [ ] Guarantor #2 Initials: [ ]

or representative action (not withstanding any other provision in this Guaranty); and (ii) the Party who initiates or participates as a member of the class will not submit a claim or otherwise participate in any recovery secured through the class or representative action.

12. Severability. In case any of the provisions of this Guaranty are found to be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of any other provisions contained herein shall not in any way be affected or impaired. Any provision of this Guaranty that may be found by a court having competent jurisdiction to be prohibited by law shall be ineffective only to the extent of such prohibition without invalidating the remaining provisions hereof.

13. Opportunity for Attorney Review. The Guarantor represents that they have carefully read this Guaranty and have had a reasonable opportunity to consult with their attorney. Guarantor understand the contents of this Guaranty and agrees to the terms and conditions of this Guaranty willfully and on their own accord.

14. Counterparts and Facsimile Signatures. This Guaranty may be signed in one or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same agreement.

AGREED AND ACCEPTED:

OWNER/GUARANTOR #1:

By:_____

Name: LEE WILLIS CHANGCHOON

SSN: _____

OWNER/GUARANTOR #2:

By: _____

Name:

SSN: _____

I FUND EXPERTS LLC
By:_____
Name:
Title:

Guarantor #1 Initials: [ ] Guarantor #2 Initials: [ ]

EXHIBIT C – ACH AUTHORIZATION

This ACH Authorization (the "ACH") is entered into 09/30/2025, by and between I Fund Experts Experts ("I Fund Experts), EMMAUS MEDICAL INC (the "Merchant") and LEE WILLIS CHANGCHOON (the "Guarantor") (collectively, the "Parties").

1. **Bank Account Access**. Prior to entering into this Agreement, as part of the underwriting process, I Fund Experts will require access to the Merchant's bank accounts via online bank access. Once the Agreement is executed, I Fund Experts requires daily viewing access to the Merchant's bank account(s) to confirm the appropriate processing of the Scheduled Remittances. This information is strictly confidential.

2. **Bank Login Authorization**. Upon execution of the ACH, the Merchant and Guarantor(s) understand that they are authorizing I Fund Experts and its agents unlimited "view only" access into any and all bank accounts, credit unions or financial institutions linked directly or indirectly to the businesses or entities listed as parties of this Agreement for the duration of the Agreement. Access is limited to viewing accounts and does not permit I Fund Experts to make any changes other than saving electronic transactional history. If at any time the Merchant or Guarantor changes their account credentials, they are required to provide I Fund Experts updated credentials. Refusal to provide access to accounts shall be deemed a default of this Agreement.

3. **Account Holder Information**.

   a. Account Holder Name: EMMAUS MEDICAL INC

   b. Account Holder DBA: _____

   c. Account Holder Business Address: 21250 HAWTHORNE BLVD STE 800 , TORRANCE CA 90503

4. **Account Holder's Bank Information**. If there are multiple bank accounts, please provide the following information for each bank account on a separate page and annex hereto.

   a. Account Holder Bank Name(s): US BANK

   b. Bank Portal Website: _____

   c. Bank Account Number: _____

   d. Routing Number: 122235821

   e. Account Username: _____

   f. Bank Account Password: _____

   g. Security Question / Answer 1: _____

   h. Security Question / Answer 2: _____

Guarantor #1 Initials: [ ] Guarantor #2 Initials: [ ]

5. **Transaction Information:**

   a. Amount of Transaction: $ 52,125.00

   b. Effective Date: 09/30/2025

   c. Rate of Collection: Select One

6. **Complete ACH Authorization:** A s perthe ACH, hereby authorizes I Fund Experts to electronically draft via the Automated Clearing House system the amounts indicated above from the account identified above. This authority will continue until withdraw in writing by the undersigned account holder. The undersigned hereby certifies that they are duly authorized to execute this form on behalf of the above listed account holder. The Merchant acknowledges they are responsible for $35 rejection fee if items are returned for insuf icient funds.

I, the undersigned, acknowledge and agree with these items, which are described in detail within the pages of this ACH.

AUTHORIZED ACCOUNT HOLDER (MERCHANT)

FOR THE SELLER	**FOR THE SELLER**
By: _____	**By:** _____
Name: LEE WILLIS CHANGCHOON	**Name:**

TOTAL PRIOR BALANCE: $253,125.00

This Addendum is to confirm that the merchant LEE WILLIS CHANGCHOON owner of EMMAUS MEDICAL INC has a balance of $253,125.00 with I FUND EXPERTS ("I FUND") in reference to the merchant Agreement entered into on or about 06//2025. Merchant(s) instruct I FUND to pay up to of the Purchase Price set forth in the Agreement to instead of to Merchant(s). The balance of the Purchase price will be paid to Merchant(s). This is the net amount of $388,075.00 being received directly by Merchant(s) after deduction of applicable fees and the payment of any part of the Purchase Price elsewhere pursuant to any Addendum to this Agreement. This amount may be paid in installments if there is an Addendum stating that it will be paid in installments. If any deduction is being made from the Purchase Price to pay off another obligation by Merchant(s), then the Net Amount to be Received Directly by Merchant(s) is subject to change based on any change in the amount of the other obligation(s) to be paid off.

9/30/2025

Guarantor #1 Initials: [ ] Guarantor #2 Initials: [ ]

THIS FORM MUST BE FILLED OUT BEFORE FUNDING.

Dear Seller,

Please fill out the form below with contact information and reference.

Contact Information

Guarantor Name: N/A

Phone Number: N/A

Email: N/A

Personal Reference #1

Name: N/A

Phone Number: N/A

Personal Reference #2

Name: N/A

Phone Number: N/A

Business Reference #1

Company Name: N/A

Contact Name: N/A

Business Phone: N/A

Business Reference #2

Company Name: N/A

Contact Name: N/A

Business Number: N/A

Landlord Contact

Company Name: N/A

Contact Name: N/A

Business Number: N/A

Emergency Contact

Name: Hiroko Huynh

Relationship: CAO

Phone Number: 310-214-0065

Email: hhuynh@emmauslifesciences.com

Initials: _____

IFundExperts

ADDENDUM TO CONTRACT
WAIVER OF PERSONAL SERVICE

This Addendum ("Addendum") is to be made a part of the purchase and sale of future receivables agreement (the "Contract") between I Fund Experts ("Purchaser") and EMMAUS MEDICAL INC ("Merchant") and LEE WILLIS CHANGCHOON ("Guarantor") (collectively the "Parties") dated 09/30/2025.

1. **Merchant** hereby irrevocably and unconditionally waives personal service of any summons, complaint, or other process, which may be made by any other means permitted by Connecticut law. Merchant understands and agrees that an action, lawsuit, or controversy may be taken up and considered by a court without any further notice. Merchant further agrees to waive any objection to the absence of formal service of process.
2. **Guarantor** hereby irrevocably and unconditionally waives personal service of any summons, complaint, or other process, which may be made by any other means permitted by Connecticut law. Guarantor understands and agrees that an action, lawsuit, or controversy may be taken up and considered by a court without any further notice. Guarantor further agrees to waive any objection to the absence of formal service of process.
3. MERCHANT HEREBY AGREES TO ACCEPT SERVICE OF ANY SUMMONS, COMPLAINT, OR OTHER PROCESS BY ELECTRONIC MAIL ("EMAIL") AT wlee@emmauslifesciences.com OR BY UNITED STATES POSTAL SERVICE AT 21250 HAWTHORNE BLVD STE 800 , TORRANCE CA 90503 OR BY ANY OTHER MEANS PERMITTED BY CONNECTICUT LAW.
4. GUARANTOR HEREBY AGREES TO ACCEPT SERVICE OF ANY SUMMONS, COMPLAINT, OR OTHER PROCESS BY ELECTRONIC MAIL ("EMAIL") AT wlee@emmauslifesciences.com OR BY UNITED STATES POSTAL SERVICE AT 21250 HAWTHORNE BLVD STE 800 , TORRANCE CA 90503 OR BY ANY OTHER MEANS PERMITTED BY CONNECTICUT LAW.
5. Merchant or Guarantor shall notify Seller of any changes to its physical address or email address for service. Unless Purchaser is notified of a change in address, all addresses shall be presumed to be accurate.
6. This Addendum shall supersede any notice requirements in the Contract with respect to service of process.

For the Personal Guarantor		**For the Personal Guarantor (#2)**	
Name: LEE WILLIS CHANGCHOON	**Date** 09/30/2025	**Name:**	**Date**
For the Merchant		**For the Merchant (#2)**	
Name: LEE WILLIS CHANGCHOON **Title:** OWNER	**Date** 09/30/2025	**Name:** **Title:**	**Date**

Docusign Envelope ID: 62EC8948-0F72-4681-B513-2E1ADF5283F0

Notification of Assignment

Attention: Accounting/Accounts Payable Dept.

This letter is to inform you that the carrier named below uses I FUND EXPERTS LLC ("I Fund Experts") as its financing company.

Merchant: EMMAUS MEDICAL INC

(Case ID - _____)

Date: 09/30/2025

UNDER NO CIRCUMSTANCES SHOULD PAYMENT BE PROVIDED DIRECTLY TO THE MERCHANT.

Pursuant to a Receivable Sale Agreement with I Fund Experts, the above-referenced Merchant has assigned all of its current and future accounts receivable to I Fund Experts, including the accounts receivable for all current and future receivables for your company by the Merchant. Accordingly, you must remit payment for work produced directly to I Fund Experts. This Assignment may only be rescinded through formal written notice if provided and signed by an authorized officer of I Fund Experts.

Release of this Assignment cannot be provided by any party other than I Fund Experts. Payment to the Merchant or any other party after your receipt of this notice will not discharge your legal obligation, pursuant to section 9-406 of the Uniform Commercial Code to pay I Fund Experts. The Merchant will not be participating in any Quick Pay programs (even if they have previously) and all payments should be made to I Fund Experts in a normal and timely matter.

All payments for work produced by this Merchant should be sent via ACH or mailed to I Fund Experts at the following address:

Docusign Envelope ID: 62EC8948-0F72-4681-B513-2E1ADF5283F0

ADDENDUM

This Addendum is entered on 09/30/2025, by and between, I Fund Experts, LLC and EMMAUS MEDICAL INC (the "Seller").

Should any terms of this Addendum conflict with the Revenue Purchase Agreement dated 09/30/2025 the terms of this Addendum shall govern and be controlling. Capitalized terms used herein, but not otherwise defined, shall have the same definition as in the Revenue Purchase Agreement.

Seller warrants that it understands that I Fund Experts must engage a third-party to manage the ACH withdrawals, reporting and deal tracking. For this service, Seller agrees to pay third-party a nominal fee of $249.99 per month. This amount is due on the first day of the Agreement and every subsequent thirty days until the Purchased Amount is paid in full to I Fund Experts

Merchant 1 (Print Name): LEE WILLIS CHANGCHOON **Date:** 09/30/2025

Title: OWNER SIGN HERE

Merchant 2 (Print Name): _____ **Date:** _____

Title: _____ SIGN HERE

Docusign Envelope ID: 62EC8948-0F72-4681-B513-2E1ADF5283F0

ACKNOWLEDGEMENT

I, LEE WILLIS CHANGCHOON **, hereby acknowledge:**

- There has been no promise of additional capital in 30 days from funding by I FUND EXPERTS or any ISO (broker). Our policy is that merchants can seek additional capital from us when they have paid 55% of the Receipts Purchased Amount.
- That I FUND EXPERTS does not permit outside fees and that no one has discussed additional fees with me. The fee amount for this agreement is CONTINGENT UPON CLOSING PAPERS, which will be held back from the funding amount.

- There has not been and will not be any contact from Third Party debt companies regarding this Factoring Agreement dated 09/29/2025 .

I, the undersigned, acknowledge that I am in agreement with these items, which are also described in detail within the pages of this document.

SIGN HERE _____

Signature Date: 09/29/2025

I, LEE WILLIS CHANGCHOON **, hereby acknowledge:**

I, the undersigned, acknowledge that I am in agreement with these items, which are also described in detail within the pages of this document.

SIGN HERE _____

Signature Date: 9/30/2025

EMAIL ADDRESS: wlee@emmauslifesciences.com

PRIMARY PHONE NUMBER: _____

SECONDARY PHONE NUMBER: _____

Docusign Envelope ID: 62EC8948-0F72-4681-B513-2E1ADF5283F0

OFFER SUMMARY – REVENUE-BASED FINANCING

Funding Provided	$ 675,000.00	This is how much funding IFUND EXPERTS will provide. Due to deductions or payments to others, the total funds that will be provided to you directly is $ 388,075.00 For more information on what amounts will be deducted, please review the attached document "Itemization of Amount Financed." The total funds provided directly to you, may change if the amounts needed to pay toward or satisfy other obligations changes between the preparation of this disclosure and funding.
Estimated Annual Percentage Rate (APR)	226.49 %	APR is the estimated cost of your financing expressed as a yearly rate. APR incorporates the amount and timing of the funding you receive, fees you pay, and the periodic payments you make. This calculation assumes your estimated average monthly income through your sales of goods and services will be $ 1,500,000.00 _. Since your actual income may vary from our estimate, your effective APR may also vary. APR is not an interest rate. The cost of this financing is based upon fees charged by IFUND EXPER rather than interest that accrues over time.
Finance Charge	$ 263,250.00	This is the dollar cost of your financing. Your finance charge will not increase if you take longer to pay off what you owe.
Estimated Total Payment Amount	$ 938,250.00	This is the total dollar amount of payments we estimate you will make under the contract.
Estimated Monthly Cost	$ 208,500.00	Although you do not make payments on a monthly basis, this is our calculation of your average monthly cost based upon the payment amounts disclosed below.
Estimated Payment	$ 52,125.00 per WEEKLY	
Payment Terms	Payments are tendered in daily or weekly increments, daily payments are deducted every business day, Monday through Friday and are debited from your business bank account. If the debit is scheduled	

<table>
<tr><td></td><td colspan="2">for a bank holiday, it will be processed on the next business day, in addition to the regularly scheduled daily debit.

Weekly Payments are deducted once weekly. If the scheduled day is a bank holiday it will be deducted on the next business day

If the payment under the Agreement is a weekly payment, IFUND EXPERTS reserves the right to switch the payment to a daily payment in the event of the return of 2 consecutive weekly payments among any other rights and remedies under the Agreement The daily payment would be the weekly payment divided by 5

The Estimated Payment is based on 20____% of your estimated daily business receipts. This financing does not have a fixed payment schedule and there is no minimum payment amount.

Upon review of information provided by recipient and the nature of the recipient's business the Provider does not have a reasonable basis to anticipate a true-up.</td></tr>
<tr><td>Estimated Term</td><td>WEEKLY</td><td>Based upon your expected average sales revenue and purchase percentage, this is our estimate of how long it will take to collect the amounts due under the Purchase Agreement.</td></tr>
<tr><td rowspan="2">Prepayment</td><td colspan="2">If you pay off the financing faster than required, you still must pay all or a portion of the finance charge up to $ 263,250.0 based upon our estimates.</td></tr>
<tr><td colspan="2">If you pay off the financing faster than required, you will not be required to pay additional fees.</td></tr>
</table>

Applicable law requires this information to be provided to you to help you make an informed decision. By signing below, you are confirming that you received this information.

_____ 9/30/2025 _____

Recipient Signature Date

Docusign Envelope ID: 62EC8948-0F72-4681-B513-2E1ADF5283F0

ITEMIZATION OF AMOUNT FINANCED	
1. Amount Given Directly to You	$ 388,075.00
2. Origination Fee	$ 33,800.00
3. Amount paid on your behalf to third parties (3a + 3b + 3c)	$ 0.00
3a.	
3b.	
3c.	
4. Amount Paid on Your Account with IFUND EXPERTS Advance #	$
5. Amount Provided to You or on Your Behalf	$ 675,000.00
6. Prepaid Finance Charges: Origination Fee	$ 33,800.00
7. Amount Financed	$ 388,075.00

Exhibit 10.53

BUSINESS LOAN AND SECURITY AGREEMENT

THIS BUSINESS LOAN AND SECURITY AGREEMENT (as the same may be amended, restated, modified, or supplemented from time to time, this "**Agreement**") dated as of October 29, 2025(the "**Effective Date**") among Agile Capital Funding, LLC as collateral agent (in such capacity, together with its successors and assigns in such capacity, **"Collateral Agent**"), and Agile Lending, LLC, a Virginia limited liability company ("**Lead Lender**") and each assignee that becomes a party to this Agreement pursuant to Section 12.1 (each individually with the Lead Lender, a "Lender" and collectively with the Lead Lender, the "Lenders"), and **Emmaus Life Sciences, Inc., A Domestic Delaware Corporation("Parent" or "Borrower")** and its subsidiaries, **Emmaus Medical, Inc., A Domestic Delaware Corporation, and EMI HOLDING, INC., A Domestic Delaware Corporation**, individually and collectively, jointly and severally, "**Guarantors**"), and provides the terms on which the Lenders shall lend to Borrower and Borrower shall repay the Lenders the loans described herein. The Collateral Agent, Lenders, and Borrower, each a "Party" and collectively the "Parties", intending to be legally bound, hereby agree as follows:

1. DEFINITIONS, ACCOUNTING AND OTHER TERMS

1. Capitalized terms used herein shall have the meanings set forth in Section 13 to the extent defined therein. All other capitalized terms used but not defined herein shall have the meaning given to such terms in the Code. Any accounting term used but not defined herein shall be construed in accordance with GAAP and all calculations shall be made in accordance with GAAP. The term "financial statements" shall include the accompanying notes and schedules thereto. Any section, subsection, schedule or exhibit references are to this Agreement unless otherwise specified.

2. LOANS AND TERMS OF PAYMENT

1. Promise to Pay. Borrower hereby unconditionally promises to pay each Lender the outstanding principal amount of the Term Loan advanced to Borrower by such Lender and accrued and unpaid interest thereon and any other amounts due hereunder as and when due in accordance with this Agreement.

2. Term Loans.

(a) Availability. The Lenders, relying upon each of the representations and warranties set out in this Agreement, as well as each of the representations, covenants and warranties set out in the other Loan Documents, hereby severally and not jointly agree with the Borrower that, subject to and upon the terms and conditions of this Agreement, shall advance the Principal Loan to the Borrower on the Effective Date, but in any event no later than two (2) Business Days after the date hereof, by wiring the funds to the Borrower's Account.

(b) Repayment. Borrower agrees to pay all amounts owing pursuant to the terms of this Agreement, including any financing charge, specified fees, interest and any other charges that may be assessed as provided in this Agreement or as documented in the Business Loan and Security Agreement Supplement (the "**Supplement**") or the Secured Promissory Note (as defined below). The Term Loan shall be repaid by Borrower on the dates specified on Exhibit B-4 of this Agreement (each a "**Scheduled Repayment Date**") by the amount set out opposite each Scheduled Repayment Date (each a "**Scheduled Repayment Amount**") and in accordance with the Term Loan Amortization Schedule. If any payment on the Secured Promissory Note is due on a day which is not a Business Day, such payment shall be due on the next succeeding Business Day, and such extension of time shall be taken into account in calculating the amount of interest payable under this Note. All unpaid principal and accrued and unpaid interest with respect to the Term Loan is due and payable in full on the Maturity Date. The Term Loan may only be prepaid in accordance with Sections 2.2(c) and 2.2(d). Once repaid, no portion of the Term Loan may be reborrowed.

(c) Mandatory Prepayments. If an event described in Section 7.2 hereof occurs, or the Term Loan is accelerated following the occurrence of an Event of Default, Borrower shall immediately pay to Lenders, payableto each Lender in accordance with its respective Pro Rata Share, an amount equal to the sum of: (i) all outstanding

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principal of the Term Loans plus accrued and unpaid interest thereon through the prepayment date, (ii) the Prepayment Fee (as defined in Section 2.2(d) below), plus (iii) all other Obligations that are due and payable, including, without limitation, interest at the Default Rate with respect to any past due amounts.

(d) Permissive Prepayments and Make-Whole Premium. Borrower shall have the right to make a full prepayment or partial prepayment of any or all of the Obligations in accordance with the prepayment amendment in Exhibit E of this Agreement. The foregoing notwithstanding, upon the prepayment of any principal amount, Borrower shall be obligated to pay a make-whole premium payment on account of such principal so paid, which shall be equal to the aggregate and actual amount of interest (at the contract rate of interest) that would be paid through the Maturity Date ("**Prepayment Fee**").

3. Payment of Interest on the Term Loans.

(a) Interest Rate. Borrower agrees to pay in full the interest as set forth in the Supplement found in Exhibit B-5 of this Agreement. Interest shall accrue on the Term Loan commencing on, and including, the Effective Date of such Term Loan, and shall accrue on the principal amount outstanding under the Term Loan through and including the day on which the Term Loan is paid in full.

(b) Default Rate. Immediately upon the occurrence and during the continuance of an Event of Default, Obligations shall accrue interest at a fixed per annum rate equal to the rate that is otherwise applicable thereto plus five percentage points (5.00%) (the "**Default Rate**"). Payment or acceptance of the increased interest rate provided in this Section 2.3(b) is not a permitted alternative to timely payment and shall not constitute a waiver of any Event of Default or otherwise prejudice or limit any rights or remedies of Collateral Agent.

(c) 360 Day Year. Interest shall be computed on the basis of a three hundred sixty (360) day year and the actual number of days elapsed.

(d) Debit of Accounts; Payments. All payments on the Secured Promissory Note shall be made via automated clearing house transfers of immediately available funds to be initiated by Lender in accordance with the authorization and direction of Borrower to Lead Lender provided in Exhibit B-6 of this Agreement.

(e) Usury Savings Clause. This Agreement and the other Loan Documents are subject to the express condition that at no time shall Borrower be required to pay interest on the principal balance of the Term Loan at a rate which could subject Lenders to either civil or criminal liability as a result of being in excess of the Maximum Legal Rate. If by the terms of this Agreement or the other Loan Documents, Borrower is at any time required or obligated to pay interest on the principal balance due hereunder at a rate in excess of the Maximum Legal Rate, the Interest Rate or the Default Rate, as the case may be, shall be deemed to be immediately reduced to the Maximum Legal Rate and all previous payments in excess of the Maximum Legal Rate shall be deemed to have been payments in reduction of principal and not on account of the interest due hereunder. All sums paid or agreed to be paid to the Collateral Agent or Lenders for the use, forbearance, or detention of the sums due under the Loan, shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full stated term of the Loan until payment in full.

4. Fees. Borrower shall pay to Collateral Agent and/or Lenders:

(a) Administrative Agent Fee. The Administrative Agent Fee of TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000.00), which shall be paid at closing out of proceeds of the Term Loan for the account of Collateral Agent.

5. Secured Promissory Notes. The Term Loan shall be evidenced by a Secured Promissory Note in the form attached as Exhibit D hereto ("**Secured Promissory Note**") and shall be repayable as set forth in this Agreement.

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3. CONDITIONS OF LOANS

1. Conditions Precedent to Term Loan. Each Lender's obligation to make the Term Loan is subject to the condition precedent that each Lender shall consent to or shall have received, in form and substance satisfactory to

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each Lender, such documents, and completion of such other matters, as each Lender may reasonably deem necessary or appropriate.

4. CREATION OF SECURITY INTEREST

1. Grant of Security Interest. Effective from and after the Effective Date of the Term Loan, Borrower hereby grants Collateral Agent, for the ratable benefit of the Lenders, to secure the payment and performance in full of all of the Obligations, a continuing security interest in, and pledges to Collateral Agent, for the ratable benefit of the Lenders, the Collateral, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof. If Borrower shall acquire a commercial tort claim (as defined in the Code), Borrower shall grant to Collateral Agent, for the ratable benefit of the Lenders, a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance reasonably satisfactory to Collateral Agent. If this Agreement is terminated, Collateral Agent's Lien in the Collateral shall continue until the Obligations (other than inchoate indemnity obligations) are repaid in full in cash. Upon payment in full in cash of the Obligations (other than inchoate indemnity obligations) and at such time as the Lenders' obligation to extend the Term Loan has terminated, Collateral Agent shall, at the sole cost and expense of Borrower, release its Liens in the Collateral and all rights therein shall revert to Borrower.

2. Authorization to File Financing Statements. Borrower hereby authorizes Collateral Agent to file such financing statements and/or take any other action required to perfect Collateral Agent's security interests in the Collateral, without notice to Borrower, with all appropriate jurisdictions to perfect or protect Collateral Agent's interest or rights in the Collateral and under the Loan Documents; *provided, however*, **Collateral Agent may only file such financing statements and/or take any other action required to perfect Collateral Agent's security interests in the Collateral, upon the occurrence of an Event of Default.**

3. Guaranty. (Intentionally omitted).

5. REPRESENTATIONS AND WARRANTIES

Each Borrower, jointly and severally, represents and warrants to Collateral Agent and the Lenders as follows:

1. Due Organization, Authorization: Power and Authority. Each Borrower and each of its respective Subsidiaries is duly formed, validly existing and in good standing as under the laws of its jurisdiction of organization or formation and each Borrower and each of its respective Subsidiaries is qualified and licensed to do business and is in good standing in any jurisdiction in which the conduct of its businesses or its ownership of property requires that it be qualified except where the failure to do so could not reasonably be expected to result in a Material Adverse Change.

2. Collateral. Borrower and Subsidiaries have good title to, have rights in, and the power to transfer each item of the Collateral upon which it purports to grant a Lien under the Loan Documents, free and clear of any and all Liens except Permitted Liens, and neither Borrower nor any of its Subsidiaries have any deposit accounts, securities accounts, commodity accounts or other investment accounts other than the collateral accounts or other investment accounts (the "**Collateral Accounts**"), if any, described in the Perfection Certificates delivered to Collateral Agent in connection herewith with respect to which Borrower has given Collateral Agent notice and taken, subject to Section 6.6 (a), such actions as are necessary to give Collateral Agent a perfected security interest therein. The security interests granted herein are and shall at all times continue to be a first priority perfected security interest in the Collateral, subject only to Permitted Liens that are permitted by the terms of this Agreement to have priority to Collateral Agent's Lien. All Inventory and Equipment that is part of the Collateral is in all material respects of good and marketable quality, free from material defects.

3. Litigation. Except as disclosed on the Perfection Certificate, there are no actions, suits, investigations, or proceedings pending or, to the knowledge of any of the Responsible Officers, threatened in writing by or against Borrower or any of its Subsidiaries involving more than Fifty Thousand Dollars ($50,000.00).

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4. **No Material Adverse Change; Financial Statements**. All consolidated financial statements for Parent and its Subsidiaries, delivered to Collateral Agent fairly present, in conformity with GAAP, in all material respects the consolidated financial condition of Parent and its Subsidiaries, and the consolidated results of operations of Parent and its Subsidiaries. Since the date of the most recent financial statements submitted to any Lender, there has not been a Material Adverse Change.

5. **Solvency**. Borrower and each of its Subsidiaries, when taken as a whole, is Solvent.

6. **Regulatory Compliance**. Neither Borrower nor any of its Subsidiaries has violated any laws, ordinances or rules, the violation of which could reasonably be expected to result in a Material Adverse Change. Borrower and each of its Subsidiaries has obtained all consents, approvals and authorizations of, made all declarations or filings with, and given all notices to, all governmental authorities that are necessary to continue their respective businesses as currently conducted.

7. **Investments**. Neither Borrower nor any of its Subsidiaries owns any stock, shares, partnership interestsor other equity securities except for Permitted Investments.

8. **Tax Returns and Payments; Pension Contributions**. Each Borrower and each of its respective Subsidiaries has timely filed all required tax returns and reports, and, except as disclosed, each Borrower and eachof its respective Subsidiaries, has timely paid all foreign, federal, state, and local taxes, assessments, deposits and contributions owed by such Borrower and such Subsidiaries, in all jurisdictions in which such Borrower or any such Subsidiary is subject to taxes, including the United States, unless such taxes are being contested in good faith.

9. **Use of Proceeds**. Borrower shall use the proceeds of the Term Loan to pay off existing balance of $1,207,031.25 (Pending current payment clears)for MID:449816 funded by Agile Capital Funding, LLC , on August 06, 2025 and $648,220.48 (Pending current payment and payment on Thursday 10/30/2025 clear) for MID:439638 funded by Agile Capital Funding, LLC , on April 30, 2025 to fund its general business requirements in accordance with the provisions of this Agreement, and not for personal, family, household or agricultural purposes.

10. **Full Disclosure**. No written representation, warranty or other statement of any Borrower or any of its Subsidiaries in any certificate or written statement given to Collateral Agent or any Lender, as of the date such representation, warranty, or other statement was made, taken together with all such written certificates and written statements given to Collateral Agent or any Lender, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained in the certificates or statements not misleading (it being recognized that projections and forecasts provided by Borrower in good faith and based upon reasonable assumptions are not viewed as facts and that actual results during the period or periods covered by such projections and forecasts may differ from the projected or forecasted results).

11. **Shares**. Each Borrower has full power and authority to create a first lien on its Shares and no disability or contractual obligation exists that would prohibit such Borrower from pledging the Shares pursuant to this Agreement. To Borrower's knowledge, there are no subscriptions, warrants, rights of first refusal or other restrictions on transfer relative to, or options exercisable with respect to the Shares. With respect to each Subsidiary which is a corporation, the Shares have been and will be duly authorized and validly issued, and are fully paid and non-assessable. To Borrower's knowledge, the Shares are not the subject of any present or threatened suit, action, arbitration, administrative or other proceeding, and Borrower knows of no reasonable grounds for the institution of any such proceedings.

12. **Guarantee**. (Intentionally omitted)

6. AFFIRMATIVE COVENANTS

Borrower shall, and shall cause each of its Subsidiaries to, do all of the following:

1. **Government Compliance**. Maintain its and all its Subsidiaries' legal existence and good standing in their respective jurisdictions of organization and maintain qualification in each jurisdiction in which the failure to so qualify could reasonably be expected to have a Material Adverse Change.

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6.2 Financial Statements, Reports, Certificates, Notices.

(a) Deliver to Collateral Agent and each Lender: (i) as soon as available, but no later than thirty (30) days after the last day of each month, a company prepared consolidated and consolidating balance sheet, income statement and cash flow statement covering the consolidated operations of Parent and its Subsidiaries for such month certified by a Responsible Officer and in a form reasonably acceptable to Collateral Agent; (ii) prompt notice of any material amendments of or other changes to the capitalization table of Borrower (other than Parent) and to the Operating Documents of Borrower or any of its Subsidiaries, together with any copies reflecting such amendments or changes with respect thereto; (iii) as soon as available, but no later than thirty (30) days after the last day of each month, copies of the month end account statements for each Collateral Account maintained by Borrower or its Subsidiaries, which statements may be provided to Collateral Agent and each Lender by Borrower or directly from the applicable institution(s); (iv) prompt notice of any event that (A) could reasonably be expected to materially and adversely affect the Borrower's Intellectual Property and (B) could reasonably be expected to result in a Material Adverse Change; (v) written notice at least (10) days' prior to Borrower's creation of a new Subsidiary in accordance with the terms of Section 6.10; (vi) written notice at least (30) days' prior to Borrower's (A) changing its jurisdiction of organization, (B) changing its organizational structure or type, (C) changing its legal name, (D) changing any organizational number (if any) assigned by its jurisdiction of organization, or (E) registering or filing any Intellectual Property; (vii) upon Borrower becoming aware of the existence of any Event of Default or event which, with the giving of notice or passage of time, or both, would constitute an Event of Default, prompt (and in any event within three (3) Business Days) written notice of such occurrence, which such notice shall include a reasonably detailed description of such Event of Default or event which, with the giving of notice or passage of time, or both, would constitute an Event of Default; (viii) notice of any commercial tort claim of Borrower or any Guarantor and of the general details thereof; (ix) other information as reasonably requested by Collateral Agent or any Lender. (x) written notice of any litigation or governmental proceedings pending or threatened (in writing) against Borrower or any of its Subsidiaries, which could reasonably be expected to result in damages or costs to Borrower or any of its Subsidiaries of more than Fifty Thousand Dollars ($50,000.00); and (xi) written notice of all returns, recoveries, disputes and claims regarding Inventory that involve more than Fifty Thousand Dollars ($50,000.00) individually or in the aggregate in any calendar year.

(b) Keep proper, complete and true books of record and account in accordance with GAAP and in all material respects. Borrower shall, and shall cause each of its Subsidiaries to, allow, at the sole cost of Borrower, Collateral Agent or any Lender, during regular business hours upon reasonable prior notice (provided that no notice shall be required when an Event of Default has occurred and is continuing), to visit and inspect any of its properties, to examine and make abstracts or copies from any of its books and records, and to conduct a collateral audit and analysis of its operations and the Collateral. Such audits shall be conducted no more often than twice every year unless (and more frequently if) an Event of Default has occurred and is continuing. Notwithstanding the foregoing, upon request of any Lender, Borrower agrees to permit such Lender to communicate with Borrower's accounting firm, in the presence of a Responsible Officer of the Borrower or the Parent, with respect to the consolidated financial statements delivered pursuant to this Section 6.2.

3. **Inventory and Returns**. Keep all Inventory in good and marketable condition, free from material defects. Returns and allowances between Borrower, or any of its Subsidiaries, and their respective account debtors shall follow Borrower's, or such Subsidiary's, customary practices as they exist at the Effective Date.

4. **Taxes.** Timely file and require each of its Subsidiaries to timely file, all required tax returns and reports and timely pay, and require each of its Subsidiaries to timely pay, all foreign, federal, state, and local taxes, assessments, deposits and contributions owed by Borrower or its Subsidiaries, except as otherwise permitted pursuant to the terms of Section 5.8 hereof.

5. **Insurance**. Keep Borrower's and its Subsidiaries' business and the Collateral insured for risks and in amounts standard for companies in Borrower's and its Subsidiaries' industry and location and as Collateral Agent may reasonably request (including customary lender's loss payable endorsements and naming the Collateral Agent as an additional insured), and give the Collateral Agent thirty (30) days' prior written notice before any such policy or policies shall be materially altered or canceled (other than cancellation for non-payment of premiums, for which ten (10) days' prior written notice shall be required). At Collateral Agent's request, Borrower shall deliver certified copies of policies and evidence of all premium payments to Collateral Agent. If Borrower or any of its Subsidiaries

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fails to obtain insurance as required under this Section 6.5 or to pay any amount or furnish any required proof of payment to third persons, Collateral Agent and/or any Lender may make (but has no obligation to do so), at Borrower's expense, all or part of such payment or obtain such insurance policies required in this Section 6.5, and take any action under the policies Collateral Agent or such Lender deems prudent.

6. **Operating Accounts**. Borrower shall provide Collateral Agent ten (10) days' prior written notice before Borrower or any of its Subsidiaries establishes any Collateral Account.

7. **Litigation Cooperation**. Commencing on the Effective Date and continuing through the termination of this Agreement, make available to Collateral Agent and the Lenders, without expense to Collateral Agent or the Lenders, Borrower and each of Borrower's officers, employees and agents and Borrower's books and records, to the extent that Collateral Agent or any Lender may reasonably deem them necessary to prosecute or defend any third party suit or proceeding instituted by or against Collateral Agent or any Lender with respect to any Collateral or relating to Borrower.

8. **Landlord Waivers; Bailee Waivers**. In the event that Borrower, after the Effective Date, intends to add any new offices or business locations, including warehouses, or otherwise store any portion of the Collateral with, or deliver any portion of the Collateral to, a bailee, in each case pursuant to Section 7.2, then Borrower must first receive the written consent of Collateral Agent to do so.

9. **Further Assurances**. Execute any further instruments and take any and all further action as Collateral Agent or any Lender reasonably requests to perfect or continue Collateral Agent's Lien in the Collateral or to effect the purposes of this Agreement, including without limitation, permit Collateral Agent or any Lender to discuss Borrower's financial condition with Borrower's accountants in the presence of a Responsible Officer of the Borrower or the Parent.

10. **Lockbox Agreement.** Upon the request of any Lender at any time after the Effective Date and for any reason in Lenders' sole and absolute discretion, Borrower shall enter into a lockbox arrangement with Lenders with respect to Borrower's accounts receivable at a financial institution of the Lenders' choosing in their sole and absolute discretion and shall execute a deposit control agreement in favor of Lenders in a form satisfactory to Lenders in their sole and absolute discretion.

7. NEGATIVE COVENANTS

Borrower shall not, and shall not permit any of its Subsidiaries to, do any of the following without the prior written consent of the Required Lenders:

1. **Dispositions**. Convey, sell, lease, transfer, assign, dispose of (collectively, "**Transfer**"), or permit any of its Subsidiaries to Transfer, all or any part of its business or property (including Intellectual Property), except for Transfers (a) of (i) Inventory in the ordinary course of business and (ii) Inventory, that, prior to the Effective Date, has been written down or written off, together with related tangible assets and non-material Intellectual Property; (b) of worn out or obsolete Equipment; (c) in connection with Permitted Liens, Permitted Investments and Permitted Licenses; (d) of any non-material Intellectual Property; (e) from (i) Borrower to another Borrower Guarantor, (ii) a non-Borrower Subsidiary to a Borrower, and (iii) a non-Borrower Subsidiary to another non-Borrower ; or (f) permitted under Section 7.3 below.

2. **Changes in Business or Management, Ownership**. (a) Engage in or permit any of its Subsidiaries to engage in any business other than the businesses engaged in by Borrower as of the Effective Date or reasonably related thereto; (b) liquidate or dissolve or permit any of its Subsidiaries to liquidate or dissolve; or (c) cause or permit, voluntarily or involuntarily, any Key Person to cease to be actively engaged in the management of Borrower unless written notice thereof is provided to Collateral Agent and each Lender within ten (10) days of such Key Person ceasing to be actively engaged in the management of Borrower,

3. **Mergers or Acquisitions**. Merge or consolidate, or permit any of its Subsidiaries to merge or consolidate, with any other Person, or acquire, or permit any of its Subsidiaries to acquire, all or substantially all of the capital stock, shares or property of another Person.

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4. **Indebtedness**. Create, incur, assume, or be liable for any Indebtedness, or permit any Subsidiary to do so, other than Permitted Indebtedness. **For the avoidance of doubt, Indebtedness includes Merchant Cash Advances**.

5. **Encumbrance**. Create, incur, allow, or suffer any Lien on any of its property, or assign or convey any right to receive income, including the sale of any Accounts, or permit any of its Subsidiaries to do so, except for Permitted Liens, or permit any Collateral not to be subject to the first priority security interest granted herein (except for Permitted Liens), or enter into any agreement, document, instrument or other arrangement (except with or in favor of Collateral Agent, for the ratable benefit of the Lenders) with any Person which directly or indirectly prohibits or has the effect of prohibiting Borrower, or any of its Subsidiaries, from assigning, mortgaging, pledging, granting a security interest in or upon, or encumbering any of Borrower's or such Subsidiary's Intellectual Property.

6. **Maintenance of Collateral Accounts**. Maintain any Collateral Account except pursuant to the terms of Section 6.6 hereof.

7. **Restricted Payments**. Pay any dividends (other than dividends payable solely in capital stock) or make any distribution or payment in respect of or redeem, retire or purchase any capital stock.

8. **Investments**. Directly or indirectly make any Investment other than Permitted Investments, or permit any of its Subsidiaries to do so.

9. **Transactions with Affiliates**. Directly or indirectly enter into or permit to exist any material transaction with any Affiliate of Borrower or any of its Subsidiaries (other than among Borrower), except for (a) transactions that are in the ordinary course of Borrower's or such Subsidiary's business, upon fair and reasonable terms that are no less favorable to Borrower or such Subsidiary than would be obtained in an arm's length transaction with a non-affiliated Person, and (b) Subordinated Debt or equity investments by Borrower's investors in Borrower or its Subsidiaries.

10. **Subordinated Debt**. Make or permit any payment on any Subordinated Debt or alternative financings that may encumber any assets of Borrower.

11. **Material Agreements**. Other than in the ordinary course of business, (a) enter into a Material Agreement or (b) terminate or materially amend a Material Agreement.

12. Financial Covenants. Waived.

8. EVENTS OF DEFAULT

Any one of the following shall constitute an event of default (an "**Event of Default**") under this Agreement:

1. **Payment Default**. Borrower fails to (a) make any payment of principal or interest on the Term Loan on its due date, or (b) pay any other Obligation within three (3) Business Days after such Obligation is due and payable (which three (3) Business Day grace period shall not apply to payments due on the Maturity Date or the date of acceleration pursuant to Section 9.1 (a) hereof.

2. **Covenant Default**. Borrower or any of its Subsidiaries fails or neglects to perform any obligation in Sections 6.2 (Financial Statements, Reports, Certificates), 6.4 (Taxes), 6.5 (Insurance), 6.6 (Operating Accounts), or Borrower violates any provision in Section 7.

3. Material Adverse Change. A Material Adverse Change has occurred.

4. Attachment; Levy; Restraint on Business.

(a) (i) The service of process seeking to attach, by trustee or similar process, any funds of Borrower or any of its Material Subsidiaries or of any entity under control of Borrower or its Material Subsidiaries on deposit with any institution at which Borrower or any of its Subsidiaries maintains a Collateral Account, or (ii) a notice of

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lien, levy, or assessment is filed against Borrower or any of its Material Subsidiaries or their respective assets by any government agency, and the same under subclauses (i) and (ii) hereof are not, within ten (10) days after the occurrence thereof, discharged or stayed (whether through the posting of a bond or otherwise); and

(b) (i) any material portion of Borrower's or any of its Subsidiaries' assets is attached, seized, levied on, or comes into possession of a trustee or receiver, or (ii) any court order enjoins, restrains, or prevents Borrower or any of its Subsidiaries from conducting any part of its business;

8.5 Insolvency. (a) Parent is or becomes Insolvent; (b) Parent and its Subsidiaries, taken as a whole, are or become Insolvent; (c) Borrower or any Material Subsidiary begins an Insolvency Proceeding; or (d) an Insolvency Proceeding is begun against Borrower or any Material Subsidiary and is not dismissed or stayed within forty five (45) days (but no Term Loan shall be extended while Parent or any Subsidiary is Insolvent and/or until any Insolvency Proceeding is dismissed);

6. Other Agreements. There is a default in any agreement between Borrower or any of its Subsidiaries and a third party or parties resulting in a right by such third party or parties, whether or not exercised, to accelerate the maturity of any Indebtedness.

7. Judgments. (a) One or more judgments, orders, or decrees for the payment of money in an amount, individually or in the aggregate, of at least Fifty Thousand Dollars ($50,000.00) (not covered by independentthird party insurance) shall be rendered against Borrower or any of its Subsidiaries and shall remain unsatisfied, unvacated, or unstayed for a period of twenty (20) days after the entry thereof or (b) any judgments, orders or decrees rendered against Borrower that could reasonably be expected to result in a Material Adverse Change;

8. Misrepresentations. Borrower or any of its Subsidiaries or any Person acting for Borrower or any of its Subsidiaries makes any representation, warranty, or other statement now or later in this Agreement, any Loan Document or in any writing delivered to Collateral Agent and/or Lenders or to induce Collateral Agent and/or the Lenders to enter this Agreement or any Loan Document, and such representation, warranty, or other statement, when taken as a whole, is incorrect in any material respect when made.

9. Subordinated Debt. A default or breach occurs under any agreement between Borrower or any of its Subsidiaries and any creditor of Borrower or any of its Subsidiaries that signed a subordination, intercreditor, or other similar agreement with Collateral Agent or the Lenders, or any creditor that has signed such an agreement with Collateral Agent or the Lenders breaches any terms of such agreement;

10. Guaranty. (Intentionally Omitted)

11. Lien Priority. Any Lien created hereunder or by any other Loan Document shall at any time fail to constitute a valid and perfected first Lien on any of the Collateral purported to be secured thereby, subject tono prior or equal Lien, other than Permitted Liens arising as a matter of applicable law.

9. RIGHTS AND REMEDIES

1. Rights and Remedies. Upon the occurrence of an Event of Default hereunder (unless all Events of Default have been cured by Borrower, as applicable, or waived by Lenders in writing), Lenders may, at their option:
(i) by written notice to Borrower, declare the entire unpaid principal balance of the Term Loan, together with all accrued interest thereon and any other charges or fees payable hereunder, immediately due and payable regardless of any prior forbearance and (ii) exercise any and all rights and remedies available to it hereunder, under the Secured Promissory Note and/or under applicable law, including, without limitation, the right to collect from Borrower all sums due under this Agreement and the Secured Promissory Note and repossess any Collateral at Borrower's expense. Borrower shall pay all reasonable costs and expenses incurred by or on behalf of Lenders or Collateral Agent in connection with Lenders' exercise of any or all of its rights and remedies under this Agreement or the Secured Promissory Note, including, without limitation, reasonable attorneys' fees. Borrower waives the right to any stay of execution and the benefit of all exemption laws now or hereafter in effect.

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2. **Power of Attorney**. Borrower hereby irrevocably appoints Collateral Agent as its lawful attorney in fact, exercisable upon the occurrence and during the continuance of an Event of Default, to: (a) endorse Borrower's or any of its Subsidiaries' name on any checks or other forms of payment or security; (b) sign Borrower's or any of its Subsidiaries' name on any invoice or bill of lading for any Account or drafts against Account Debtors; (c) settle and adjust disputes and claims about the Accounts directly with Account Debtors, for amounts and on terms Collateral Agent determines reasonable; (d) make, settle, and adjust all claims under Borrower's insurance policies; (e) pay, contest or settle any Lien, charge, encumbrance, security interest, and adverse claim in or to the Collateral, or any judgment based thereon, or otherwise take any action to terminate or discharge the same; and (f) transfer the Collateral into the name of Collateral Agent or a third party as the Code or any applicable law permits. Borrower hereby appoints Collateral Agent as its lawful attorney in fact to sign Borrower's or any of its Subsidiaries' name on any documents necessary to perfect or continue the perfection of Collateral Agent's security interest in, and lien on, the Collateral regardless of whether an Event of Default has occurred until all Obligations (other than inchoate indemnity obligations) have been satisfied in full and Collateral Agent and the Lenders are under no further obligation to extend the Term Loan hereunder. Collateral Agent's foregoing appointment as Borrower's or any of its Subsidiaries' attorney in fact, and all of Collateral Agent's rights and powers, coupled with an interest, are irrevocable until all Obligations (other than inchoate indemnity obligations) have been fully repaid and performed and Collateral Agent's and the Lenders' obligation to provide the Term Loan terminates.

3. **No Waiver; Remedies Cumulative**. Failure by Collateral Agent or any Lender, at any time or times, to require strict performance by Borrower of any provision of this Agreement or any other Loan Document shall not waive, affect, or diminish any right of Collateral Agent or any Lender thereafter to demand strict performance and compliance herewith or therewith. No waiver hereunder shall be effective unless signed by Collateral Agent and the Required Lenders and then is only effective for the specific instance and purpose for which it is given. The rights and remedies of Collateral Agent and the Lenders under this Agreement and the other Loan Documents are cumulative. Collateral Agent and the Lenders have all rights and remedies provided under the Code, any applicable law, by law, or in equity. The exercise by Collateral Agent or any Lender of one right or remedy is not an election, and Collateral Agent's or any Lender's waiver of any Event of Default is not a continuing waiver. Collateral Agent's or any Lender's delay in exercising any remedy is not a waiver, election, or acquiescence.

4. **Demand Waiver**. Borrower waives, to the fullest extent permitted by law, demand, notice of default or dishonor, notice of payment and nonpayment, notice of any default, nonpayment at maturity, release, compromise, settlement, extension, or renewal of accounts, documents, instruments, chattel paper, and guarantees held by Collateral Agent or any Lender on which Borrower or any Subsidiary is liable.

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10. NOTICES

All notices, consents, requests, approvals, demands, or other communication (collectively, "**Communication**") by any party to this Agreement or any other Loan Document must be in writing and shall be deemed to have been validly served, given, or delivered: (a) upon the earlier of actual receipt and three (3) Business Days after deposit in the U.S. mail, first class, registered or certified mail return receipt requested, with proper postage prepaid; (b) upon transmission, when sent by facsimile transmission or e-mail; (c) one (1) Business Day after deposit with a reputable overnight courier with all charges prepaid; or (d) when delivered, if hand delivered by messenger, all of which shall be addressed to the party to be notified and sent to the address, facsimile number, or email address indicated below. Any of Collateral Agent, any Lender or Borrower may change its mailing address or facsimile number by giving the other party written notice thereof in accordance with the terms of this Section 10.

If to Borrower: Willis Lee, c/o Emmaus Medical
21250 Hawthorne Blvd, Suite 800
Torrance, CA 90503

E-Mail Address: wlee@emmauslifesciences.com

If to Collateral Agent:

Agile Capital Funding, LLC
244 Madison Ave, Suite 168
New York, NY 10016
E-Mail Address:
aaron@agilecapitalfunding.com

11. CHOICE OF LAW, VENUE AND JURY TRIAL WAIVER

1. Waiver of Jury Trial. EACH OF BORROWER, COLLATERAL AGENT AND LENDERS UNCONDITIONALLY WAIVES ANY AND ALL RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, ANY OF THE OTHER LOAN DOCUMENTS, ANY OF THE INDEBTEDNESS SECURED HEREBY, ANY DEALINGS AMONG BORROWER, COLLATERAL AGENT AND/OR LENDERS RELATING TO THE SUBJECT MATTER OF THIS TRANSACTION OR ANY RELATED TRANSACTIONS, AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED AMONG BORROWER, COLLATERAL AGENT AND/OR LENDERS. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THATMAY BE FILED IN ANY COURT. THIS WAIVER IS IRREVOCABLE. THIS WAIVER MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING. THE WAIVER ALSO SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENTS, OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THIS TRANSACTION OR ANY RELATED TRANSACTION. THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

2. Governing Law and Jurisdiction.

(a) THIS AGREEMENT, THE OTHER LOAN DOCUMENTS (EXCLUDING THOSE LOAN DOCUMENTS THAT BY THEIR OWN TERMS ARE EXPRESSLY GOVERNED BY THE LAWS OF ANOTHER JURISDICTION) AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDERAND THEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE COMMONWEALTH OF VIRGINIA (WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAWS OTHER THAN THE LAWS OF THE COMMONWEALTH OF VIRGINIA), INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, REGARDLESS OF THE LOCATION OF THE COLLATERAL, PROVIDED, HOWEVER, THAT IF THE LAWS OF ANY JURISDICTION OTHER THAN VIRGINIA SHALL GOVERN IN REGARD TO THE VALIDITY, PERFECTION OR EFFECT OF PERFECTION OF ANY LIEN OR IN REGARD TO PROCEDURAL MATTERS AFFECTINGENFORCEMENT

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OF ANY LIENS IN COLLATERAL, SUCH LAWS OF SUCH OTHER JURISDICTIONS SHALL CONTINUE TO APPLY TO THAT EXTENT.

(b) Submission to Jurisdiction. Any legal action or proceeding with respect to the Loan Documentsshall be brought exclusively in the courts of the Commonwealth of Virginia, including, without limitation the Circuit Court of Arlington County in the Commonwealth of Virginia and, by execution and delivery of this Agreement, Borrower hereby accepts for itself and in respect of its Property, generally and unconditionally, the jurisdiction of the aforesaid courts. Notwithstanding the foregoing, Collateral Agent and Lenders shall have the right to bring any action or proceeding against Borrower (or any property of Borrower) in the court of any other jurisdiction Collateral Agent or Lenders deem necessary or appropriate in order to realize on the Collateral or other security for the Obligations. The parties hereto hereby irrevocably waive any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens, that any of them may now or hereafter have to the bringing of any such action or proceeding in such jurisdictions. Borrowers expressly acknowledge that they are subject to personal jurisdiction in the Commonwealth of the Virginia, that they intentionally entered into the transactions that are the subject of this Agreement with Collateral Agent and Lender, who are located in the Commonwealth of Virginia, and that Borrowers waive any and all objections to the exercise of personal jurisdiction over them of the Commonwealth of Virginia and to venue in the Circuit Court for Arlington County, Virginia and any other court within the Commonwealth of Virginia.

(c) Service of Process. Borrower irrevocably waives personal service of any and all legal process, summons, notices and other documents and other service of process of any kind and consents to such service in any suit, action or proceeding brought in the United States of America with respect to or otherwise arising out of or in connection with any Loan Document by any means permitted by applicable requirements of law, including by the mailing thereof (by registered or certified mail, postage prepaid) to the address of Borrower specified herein (and shall be effective when such mailing shall be effective, as provided therein). Borrower agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(d) Non-exclusive Jurisdiction. Nothing contained in this Section 11.2 shall affect the right of Collateral Agent or Lenders to serve process in any other manner permitted by applicable requirements of law or commence legal proceedings or otherwise proceed against Borrower in any other jurisdiction.

12. GENERAL PROVISIONS

1. **Successors and Assigns**. This Agreement binds and is for the benefit of the successors and permitted assigns of each Party. Borrower may not transfer, pledge or assign this Agreement or any rights or obligations under it without Collateral Agent's prior written consent (which may be granted or withheld in Collateral Agent's discretion, subject to Section 12.5). The Lenders have the right, without the consent of or notice to Borrower, tosell, transfer, assign, pledge, negotiate, or grant participation in (any such sale, transfer, assignment, negotiation, or grant of a participation, a "**Lender Transfer**") all or any part of, or any interest in, any one or more Lenders' obligations, rights, and benefits under this Agreement and the other Loan Documents. In the event of such a Lender Transfer, Collateral Agent or Lead Lender shall have the right to, at its respective sole and absolute option, (a) notify Borrower of such Lender Transfer, in accordance with Section 10 hereof, and direct Borrower to make payments
directly to such other Lender or Lenders, indicating such other Lenders' Pro Rata share of the Term Loan and the amount of the payment to be made in connection therewith, or (b) continue to collect payments hereunder and under the other Loan Documents and pay such other Lenders their Pro Rata Share of the Term Loan, in accordance with, and on such terms, as are determined by and between the Lenders.

2. **Indemnification**. Borrower, jointly and severally, agrees to indemnify, defend and hold Collateral Agent and the Lenders and their respective members, managers, directors, officers, employees, consultants, agents, attorneys, or any other Person affiliated with or representing Collateral Agent or the Lenders (each, an "**Indemnified Person**") harmless against: (a) all obligations, demands, claims, and liabilities (collectively, "**Claims**") asserted by any other party in connection with; related to; following; or arising from, out of or under, the transactions contemplated by the Loan Documents; and (b) all losses or expenses incurred, or paid by Indemnified Person in connection with; related to; following; or arising from, out of or under, the transactions contemplatedby
the Loan Documents between Collateral Agent, and/or the Lenders and Borrower (including reasonable attorneys' fees and expenses), except for Claims and/or losses directly caused by such Indemnified Person's gross negligence or willful misconduct. Borrower hereby further, jointly and severally, indemnifies, defends and holds each Indemnified Person harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (including the fees and disbursements of counsel for such Indemnified Person) in connection with any investigative, response, remedial,

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administrative or judicial matter or proceeding, whether or not such Indemnified Person shall be designated a party thereto and including any such proceeding initiated by or on behalf of Borrower, and the reasonable expenses of investigation by engineers, environmental consultants and similar technical personnel and any commission, fee or compensation claimed by any broker (other than any broker retained by Collateral Agent or Lenders) asserting any right to payment for the transactions contemplated hereby which may be imposed on, incurred by or asserted against such Indemnified Person as a result of or in connection with the transactions contemplated hereby and the use or intended use of the proceeds of the loan proceeds except for liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements directly caused by such Indemnified Person's gross negligence or willful misconduct.

3. **Severability of Provisions**. Each provision of this Agreement is severable from every other provision in determining the enforceability of any provision.

4. **Correction of Loan Documents**. Collateral Agent may correct patent errors and fill in any blanks in this Agreement and the other Loan Documents consistent with the agreement of the parties.

5. **Amendments in Writing; Integration**. (a) No amendment, modification, termination or waiver of any provision of this Agreement or any other Loan Document, no approval or consent thereunder, and no consent to any departure by Borrower or any of its Subsidiaries therefrom, shall in any event be effective unless the same shall be in writing and signed by Borrower, Collateral Agent and the Required Lenders provided that:

(i) no such amendment, waiver or other modification that would have the effect of increasing or reducing a Lender's Term Loan Commitment or Commitment Percentage shall be effective as to such Lender without such Lender's written consent;

(ii) no such amendment, waiver or modification that would affect the rights and duties of Collateral Agent shall be effective without Collateral Agent's written consent or signature; and

(iii) no such amendment, waiver or other modification shall, unless signed by all the Lenders directly affected thereby (A) reduce the principal of, rate of interest on or any fees with respect to the Term Loan or forgive any principal, interest (other than default interest) or fees (other than late charges) with respect to the Term Loan (B) postpone the date fixed for, or waive, any payment of principal of the Term Loan or of interest on the Term Loan (other than default interest) or any fees provided for hereunder (other than late charges or for any termination of any commitment); (C) change the definition of the term "Required Lenders" or the percentage of Lenders which shall be required for the Lenders to take any action hereunder; (D) release all or substantially all of any material portion of the Collateral, authorize Borrower to sell or otherwise dispose of all or substantially all or any material portion of the Collateral, except, in each case with respect to this clause (D), as otherwise may be expressly permitted under this Agreement or the other Loan Documents (including in connection with any disposition permitted hereunder); (E) amend, waive or otherwise modify this Section 12.5 or the definitions of the terms used in this Section 12.5 insofar as the definitions affect the substance of this Section 12.5; (F) consent to the assignment, delegation or other transfer by Borrower of any of its rights and obligations under any Loan Document or release Borrower of its payment obligations under any Loan Document, except, in each case with respect to this clause (F), pursuant to a merger or consolidation permitted pursuant to this Agreement; (G) amend any of the provisions of Section 9.4 or amend any of the definitions of Pro Rata Share, Term Loan Commitment, Commitment Percentage or that provide for the Lenders to receive their Pro Rata Shares of any fees, payments, setoffs or proceeds of Collateral hereunder; (H) subordinate the Liens granted in favor of Collateral Agent securing the Obligations. It is hereby understood and agreed that all Lenders shall be deemed directly affected by an amendment, waiver or other modification of the type described in the preceding clauses (C), (D), (E), (F), (G) and (H) of the immediately preceding sentence.

(b) Other than as expressly provided for in Section 12.5(a)(i) (iii), Collateral Agent may, if requested by the Required Lenders, from time to time designate covenants in this Agreement less restrictive by notification to a representative of Borrower.

(c) This Agreement and the Loan Documents represent the entire agreement about this subject matter and supersede prior negotiations or agreements with respect to such subject matter. All prior agreements,

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understandings, representations, warranties, and negotiations between the parties about the subject matter of this Agreement and the Loan Documents merge into this Agreement and the Loan Documents.

6. **Counterparts; Electronic Signatures**. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Any and all electronic signatures, whether by scan, e-mail, PDF, Docusign or similar means, and any electronic delivery of signature pages hereto, shall be treated as originals.

7. **Survival**. All covenants, representations and warranties made in this Agreement continue in full force and effect until this Agreement has terminated pursuant to its terms and all Obligations (other than inchoate indemnity obligations and any other obligations which, by their terms, are to survive the termination of this Agreement) have been satisfied. The obligation of Borrower in Section 12.2 to indemnify each Lender and Collateral Agent, as well as the confidentiality provisions in Section 12.8 below, shall survive until the statute of limitations with respect to such claim or cause of action shall have run.

8. **Confidentiality**. In handling any confidential information of Borrower, the Lenders and Collateral Agent shall exercise the same degree of care that it exercises for their own proprietary information, but disclosure of information may be made: (a) subject to the terms and conditions of this Agreement, to the Lenders' and Collateral Agent's Subsidiaries or Affiliates; (b) to prospective transferees (other than those identified in (a) above) or purchasers of any interest in the Term Loan (provided, however, the Lenders and Collateral Agent shall obtain such prospective transferee's or purchaser's agreement to the terms of this provision or to similar confidentiality terms); (c) as required by law, regulation, subpoena, or other order; (d) to Lenders' or Collateral Agent's regulators or as otherwise required in connection with an examination or audit; (e) as Collateral Agent reasonably considers appropriate in exercising remedies under the Loan Documents; and (f) to third party service providers of the Lenders and/or Collateral Agent so long as such service providers have executed a confidentiality agreement or have agreed to similar confidentiality terms with the Lenders and Collateral Agent with terms no less restrictive than those contained herein. Confidential information does not include information that either: (i) is in the public domain or in the Lenders' and/or Collateral Agent's possession when disclosed to the Lenders and/or Collateral Agent, or becomes part of the public domain after disclosure to the Lenders and/or Collateral Agent at no fault of the Lenders or the Collateral Agent; or (ii) is disclosed to the Lenders and/or Collateral Agent by a third party, if the Lenders and/or Collateral Agent does not know that the third party is prohibited from disclosing the information. Collateral Agent and the Lenders may use confidential information for any purpose, including, without limitation, for the development of client databases, reporting purposes, and market analysis. The provisions of the immediately preceding sentence shall survive the termination of this Agreement. The agreements provided under this Section 12.8 supersede all prior agreements, understanding, representations, warranties, and negotiations between the parties about the subject matter of this Section 12.8.

9. **Right of Set Off**. Borrower hereby grants to Collateral Agent and to each Lender, a lien, security interest and right of set off as security for all Obligations to Collateral Agent and each Lender hereunder, whether now existing or hereafter arising, upon and against all deposits, credits, collateral and property, now or hereafter in the possession, custody, safekeeping or control of Collateral Agent or the Lenders or any entity under the control of Collateral Agent or the Lenders (including a Collateral Agent affiliate) or in transit to any of them. At any time after the occurrence and during the continuance of an Event of Default, without demand or notice, Collateral Agent or the Lenders may set off the same or any part thereof and apply the same to any liability or obligation of Borrower even though unmatured and regardless of the adequacy of any other collateral securing the Obligations. ANY AND ALL RIGHTS TO REQUIRE COLLATERAL AGENT TO EXERCISE ITS RIGHTS OR REMEDIES WITHRESPECT TO ANY OTHER COLLATERAL WHICH SECURES THE OBLIGATIONS, PRIOR TO EXERCISING ITS RIGHT OF SETOFF WITH RESPECT TO SUCH DEPOSITS, CREDITS OR OTHER PROPERTY OF BORROWER ARE HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVED BY BORROWER.

10. **Borrower Liability**. Each Borrower may, acting singly, request credit extensions hereunder. Each Borrower hereby appoints the other as agent for the other for all purposes hereunder, including with respect to requesting credit extensions hereunder. Each Borrower hereunder shall be jointly and severally obligated to repay all credit extensions made hereunder, regardless of which Borrower actually receives said credit extension, as if each Borrower hereunder directly received all credit extensions. Each Borrower waives (a) any suretyship defenses

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available to it under the Code or any other applicable law, and (b) any right to require Collateral Agent or any Lender to: (i) proceed against any Borrower or any other person; (ii) proceed against or exhaust any security; or (iii) pursue any other remedy. Collateral Agent and/or any Lender may exercise or not exercise any right or remedy it has against any Borrower or any security it holds (including the right to foreclose by judicial or non-judicial sale) without affecting any Borrower's liability. Notwithstanding any other provision of this Agreement or other related document, each Borrower irrevocably waives all rights that it may have at law or in equity (including, without limitation, any law subrogating Borrower to the rights of Collateral Agent and the Lenders under this Agreement) to seek contribution, indemnification or any other form of reimbursement from any other Borrower, or any other Person now or hereafter primarily or secondarily liable for any of the Obligations, for any payment made by Borrower with respect to the Obligations in connection with this Agreement or otherwise and all rights that it might have to benefit from, or to participate in, any security for the Obligations as a result of any payment made by Borrower with respect to the Obligations in connection with this Agreement or otherwise. Any agreement providing for indemnification, reimbursement or any other arrangement prohibited under this Section 12.10 shall be null and void. If any payment is made to a Borrower in contravention of this Section 12.10, such Borrower shall hold such payment in trust for Collateral Agent and the Lenders and such payment shall be promptly delivered to Collateral Agent for application to the Obligations, whether matured or unmatured.

12.11. Change of Law. If, due to any change in applicable law or regulations, or the interpretation thereof by any court of law or other governing body having jurisdiction subsequent to the date of this Agreement, the performance of any provision of this Agreement, the loans granted pursuant hereto or any transaction contemplated hereby shall become unlawful, impracticable or impossible, the Lender shall have the right, with the consent of the Borrower not to be unreasonably withheld, conditioned or delayed, to amend the terms hereof in good faith so as to comply with the then current laws, rules and/or regulations in the way that, in its reasonable judgment, best and most closely reflects the terms and conditions negotiated herein and intended hereby.

13. DEFINITIONS

As used in this Agreement, the following terms have the following meanings:

"Accounts" shall mean accounts receivable of Parent.

"**Affiliate**" of any Person is a Person that owns or controls directly or indirectly the Person, any Person that controls or is controlled by or is under common control with the Person, and each of that Person's senior executive officers, directors, partners if such Person is a partnership and, for any Person that is a limited liability company, that Person's managers and members.

"Borrowing Base" shall mean, at any time, an amount equal to 100% of Eligible Accounts.

"**Business Day**" is any day that is not a Saturday, Sunday or a day on which banks are closed in the Commonwealth of Virginia.

"**Code**" is the Uniform Commercial Code, as enacted in the Commonwealth of Virginia.

"**Collateral**" is any and all properties, rights and assets of Borrower described on Exhibit A.

"**Disbursement Instruction Form**" is that certain form attached hereto as Exhibit B-2.

"Drawdown" means any principal amount borrowed or to be borrowed (by any means) under the provisions hereof.

"Eligible Accounts" shall mean Accounts that are not excluded as ineligible by virtue of one or more of the criteria set forth below. None of the following shall be Eligible Accounts: (A) Accounts (i) with respect to which the scheduled due date is more than 60 days after the original invoice date, (ii) which are unpaid more than (A) 90 days after the date of the original invoice therefor; (B) Accounts which (i) do not arise from the sale of goods or performance of services in the ordinary course of business, (ii) are not evidenced by an invoice or other documentation reasonably satisfactory to the Collateral Agent, (iii) represent a progress billing, or (iv) are

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contingent upon any Borrower's completion of any further performance; (C) Accounts which are owed by an account debtor which (i) does not maintain its chief executive office in the United States or (ii) is not organized under any applicable law of the United States, any State of the United States or the District of Columbia; (D) Accounts which are owed in any currency other than dollars; or (E) Accounts which are owed by any Affiliate, employee, officer, director or stockholder of any Borrower or Guarantor.

"**Equipment**" is all "equipment" as defined in the Code with such additions to such term as may hereafter be made, and includes without limitation all machinery, fixtures, goods, vehicles (including motor vehicles and trailers), and any interest in any of the foregoing.

"**Existing Indebtedness**" is the indebtedness of Borrower listed in the Perfection Certificate.

"**Indebtedness**" is (a) indebtedness for borrowed money or the deferred price of property or services, such as reimbursement and other obligations for surety bonds and letters of credit, (b) obligations evidenced by notes, bonds, debentures or similar instruments, (c) capital lease obligations, (d) merchant cash advances; and (e) Contingent Obligations in respect of any of the foregoing.

"**Insolvency Proceeding**" is any proceeding by or against any Person under the United States Bankruptcy Code, or any other bankruptcy or insolvency law, including assignments for the benefit of creditors, compositions or proceedings seeking reorganization, arrangement, or other relief.

"**Insolvent**" means not Solvent.

"Intellectual Property" shall mean, all (a) trademarks, trademark rights, trade names, trade name rights, service marks, service mark rights, logos, trade dress, domain names, web sites, and all other indicia of origin or quality, and goodwill associated therewith and arising therefrom; (b) patents and patent rights; and (c) works of authorship and copyrights therein, and all common law rights in all of the foregoing, and registration and applications for all of the foregoing issued by or filed with the US Patent and Trademark Office, any State of the US, the US Copyright Office, or any foreign equivalent thereof, and all of the foregoing (a)-(c) used in, at, or in connection with and/or necessary for the (i) conduct of any Borrower's business and/or (ii) use and/or operation of the Collateral.

"**Inventory**" is all "inventory" as defined in the Code in effect on the date hereof with such additions to such term as may hereafter be made under the Code, and includes without limitation all merchandise, raw materials, parts, supplies, packing and shipping materials, work in process and finished products, including without limitation such inventory as is temporarily out of any Person's custody or possession or in transit and including any returned goods and any documents of title representing any of the above.

"**Investment**" is any beneficial ownership interest in any Person (including stock, partnership interest or other securities), and any loan, advance or capital contribution to any Person.

"**Key Person**" is WILLIS C. LEE

"**Lien**" is a mortgage, deed of trust, levy, charge, pledge, security interest, or other encumbrance of any kind, whether voluntarily incurred or arising by operation of law or otherwise against any property.

"**Loan Documents**" are, collectively, this Agreement, each Secured Promissory Note, each Disbursement Instruction Form, any subordination agreements, any note, or notes or guaranties executed by Borrower or any other Person, and any other present or future document, certificate, form or agreement entered into by Borrower or any other Person for the benefit of the Lenders and Collateral Agent in connection with this Agreement; all as amended, restated, or otherwise modified or supplemented from time to time.

"**Material Adverse Change**" is (a) a material adverse change in the business, operations or condition (financial or otherwise) of Parent, or Parent and each Subsidiary, taken as a whole; (b) a material impairment of the prospect of repayment of any portion of the Obligations, or (c) a material adverse effect on the Collateral.

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"**Material Agreement**" is any license, agreement or other similar contractual arrangement with a Person or Governmental Authority whereby Borrower or any of its Subsidiaries is reasonably likely to be required to transfer, either in-kind or in cash, prior to the Maturity Date, assets or property valued (book or market) at more than Fifty Thousand Dollars ($50,000.00) in the aggregate or any license, agreement or other similar contractual arrangement conveying rights in or to any material Intellectual Property.

"**Maturity Date**" is 38 weeks from the Effective Date.

"Maximum Legal Rate" shall mean the maximum nonusurious interest rate, if any, that at any time or from time to time may be contracted for, taken, reserved, charged or received on the indebtedness evidenced by the Note and as provided for herein or the other Loan Documents, under the laws of such state or states whose laws are held by any court of competent jurisdiction to govern the interest rate provisions of the Term Loan.

"**Obligations**" are all of Borrower's obligations to pay when due any debts, principal, interest, the Prepayment Fee, the Final Fee, and other amounts Borrower owes the Lenders now or later, in connection with, related to, following, or arising from, out of or under, this Agreement or, the other Loan Documents, or otherwise, and including interest accruing after Insolvency Proceedings begin (whether or not allowed) and debts, liabilities, or obligations of Borrower assigned to the Lenders and/or Collateral Agent, and the performance of Borrower's duties under the Loan Documents.

"**Operating Documents**" are, for any Person, such Person's formation documents, as certified by the Secretary of State (or equivalent agency) of such Person's jurisdiction of organization on a date that is no earlier than thirty (30) days prior to the Effective Date, and, (a) if such Person is a corporation, its bylaws in current form, (b) if such Person is a limited liability company, its limited liability company agreement (or similar agreement), and (c) if such Person is a partnership, its partnership agreement (or similar agreement), each of the foregoing with all current amendments or modifications thereto.

"**Perfection Certificate**" is that certain form attached hereto as Exhibit B-1.

"**Permitted Indebtedness**" is: (a) Borrower's Indebtedness to the Lenders and Collateral Agent under this Agreement and the other Loan Documents; (b) Indebtedness existing on the Effective Date and disclosed on the Perfection Certificate(s); (c) unsecured Indebtedness to trade creditors and Indebtedness in connection with credit cards incurred in the ordinary course of business; (d) extensions, refinancings, modifications, amendments and restatements of any items of Permitted Indebtedness (a) through (c) above, provided that the principal amount thereof is not increased or the terms thereof are not modified to impose materially more burdensome terms upon Borrower, or its Subsidiary, as the case may be;

"**Permitted Investments**" are: (a) investments (including debt obligations) received in connection with the bankruptcy or reorganization of customers or suppliers and in settlement of delinquent obligations of, and other disputes with, customers or suppliers arising in the ordinary course of business; (b) Investments consisting of notes receivable of, or prepaid royalties and other credit extensions, to customers and suppliers who are not Affiliates, in the ordinary course of business; provided that this paragraph (b) shall not apply to Investments of Borrower in any Subsidiary.

"**Permitted Licenses**" are licenses of over-the-counter software that is commercially available to the public.

"**Permitted Liens**" are Liens existing on the Effective Date and disclosed on the Perfection Certificates or arising under this Agreement and the other Loan Documents;

"**Person**" is any individual, sole proprietorship, partnership, limited liability company, joint venture, company, trust, unincorporated organization, association, corporation, institution, public benefit corporation, firm, joint stock company, estate, entity or government agency.

"**Property**" means any interest in any kind of property or asset, whether real, personal or mixed, and whether tangible or intangible.

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"**Pro Rata Share**" is, as of any date of determination, with respect to each Lender, a percentage (expressed as a decimal, rounded to the ninth decimal place) determined by dividing the outstanding principal amount of the Term Loan held by such Lender by the aggregate outstanding principal amount of the Term Loan.

"**Related Persons**" means, with respect to any Person, each Affiliate of such Person and each director, officer, employee, agent, trustee, representative, attorney, accountant and each insurance, environmental, legal, financial and other advisor and other consultants and agents of or to such Person or any of its Affiliates.

"**Required Lenders**" means (i) for so long as the Lead Lender has not assigned or transferred any of its interests in the Term Loan, Lenders holding one hundred percent (100%) of the aggregate outstanding principal balance of the Term Loan, or (ii) at any time from and after the Lead Lender has assigned or transferred any interest in its Term Loan, Lenders holding at least fifty one percent (51%) of the aggregate outstanding principal balance of the Term Loan.

"**Responsible Officer**" is any of the President, Chief Executive Officer, or Chief Financial Officer of Borrower or Parent.

"**Secured Promissory Note**" is defined in Section 2.5.

"**Shares**" means one hundred percent (100.0%) of the stock, units or other evidence of equity ownership held by Borrower or its Subsidiaries of any Subsidiary which is organized under the laws of the United States.

"**Solvent**" is, with respect to any Person: the fair salable value of such Person's consolidated assets (including goodwill minus disposition costs) exceeds the fair value of such Person's liabilities; such Person is not left with unreasonably small capital after the transactions in this Agreement; and such Person is able to pay its debts (including trade debts) as they mature in the ordinary course (without taking into account any forbearance and extensions related thereto).

"**Subordinated Debt**" is indebtedness incurred by Borrower or any of its Subsidiaries subordinated to all Indebtedness of Borrower and/or its Subsidiaries to the Lenders (pursuant to a subordination, intercreditor, or other similar agreement in form and substance satisfactory to Collateral Agent and the Lenders entered into between Collateral Agent, Borrower, and/or any of its Subsidiaries, and the other creditor), on terms acceptable to Collateral Agent and the Lenders.

"**Subsidiary**" is, with respect to any Person, any Person of which more than fifty percent (50%) of the voting stock or other equity interests (in the case of Persons other than corporations) is owned or controlled, directly or indirectly, by such Person or through one or more intermediaries. Unless otherwise specified, references herein to a Subsidiary means a Subsidiary of Borrower.

"**Term Loan**" is defined in Section 2.2(a) hereof.

"**Term Loan Amortization Schedule**" means the amortization schedule set forth in Exhibit B-4 of this Agreement.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by one of its officers thereunto duly authorized on the date hereof.

Parties	Name of Signatory and Title	Signature
Borrowers		
EMMAUS LIFE SCIENCES, INC.	WILLIS C. LEE, CEO	
EMMAUS MEDICAL, INC.	WILLIS C. LEE, CEO	
EMI HOLDING, INC.	WILLIS C. LEE, CEO	
Guarantors		
EMMAUS LIFE SCIENCES, INC.	WILLIS C. LEE, CEO	
EMMAUS MEDICAL, INC.	WILLIS C. LEE, CEO	
EMI HOLDING, INC.	WILLIS C. LEE, CEO	

LEAD LENDER:
Agile Lending, LLC

_____
By: Aaron Greenblott
Its: Member

COLLATERAL AGENT:
Agile Capital Funding, LLC

By: Aaron Greenblott
Its: Member

EXHIBITS TO FOLLOW

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APPENDIX 1

BORROWER LIST

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EXHIBIT A

DESCRIPTION OF COLLATERAL

The Collateral consists of all of Borrower's right, title and interest in and to the following property:

All of Borrower's goods, Accounts, Equipment, Inventory, contract rights or rights to payment of money, leases, license agreements, franchise agreements, General Intangibles (including Intellectual Property), commercial tort claims, documents, instruments (including any promissory notes), chattel paper (whether tangible or electronic), cash, deposit accounts and other Collateral Accounts, all certificates of deposit, fixtures, letters of credit rights (whether or not the letter of credit is evidenced by a writing), securities, and all other investment property, supporting obligations, and financial assets, whether now owned or hereafter acquired, wherever located; and

All of Borrower's books and records relating to the foregoing, and any and all claims, rights and interests in any of the above and all substitutions for, additions, attachments, accessories, accessions and improvements to and replacements, products, proceeds and insurance proceeds of any or all of the foregoing.

Notwithstanding the foregoing, the Collateral does not include (i) any license or contract, in each case if the granting of a Lien in such license or contract is prohibited by or would constitute a default under the agreement governing such license or contract (but (A) only to the extent such prohibition is enforceable under applicable law and (B) other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-408 or 9-409 (or any other Section) of Division 9 of the Code); provided that upon the termination, lapsing or expiration of any such prohibition, such license or contract, as applicable, shall automatically be subject to the security interest granted in favor of Collateral Agent hereunder and become part of the "Collateral."

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EXHIBIT B-1

PERFECTION CERTIFICATE

The undersigned, the CEO of **Emmaus Life Sciences, Inc., A Domestic Delaware Corporation**(the "**Parent**" or "**Borrower**"), hereby certifies, with reference to (i) the Business Loan and Security Agreement, dated as of October 29, 2025(the "Loan Agreement"), among Agile Capital Funding, LLC as collateral agent (in such capacity, together with its successors and assigns in such capacity, "**Collateral Agent**"),and Agile Lending, LLC, a Virginia limited liability company ("**Lead Lender**") and each assignee that becomes a party to this Agreement pursuant to Section 12.1 (each individually with the Lead Lender, a "**Lender**" and collectively with the Lead Lender, the "**Lenders**"), and the Borrower and its subsidiaries, Emmaus Medical, Inc., A Domestic Delaware Corporation, and EMI HOLDING, INC., A Domestic Delaware Corporation., individually and collectively, jointly and severally, "**Guarantors**") as Guarantors, to the Lender as follows:

1. **Name, Tax ID, and State of Formation**. The exact legal name of the Borrower and Guarantors as that name appears on its Certificate of Organization, as amended, is as follows:

Name	Tax ID	State of Formation
EMMAUS LIFE SCIENCES, INC.	87-0419387	Delaware
EMMAUS MEDICAL, INC.	06-1708146	Delaware
EMI HOLDING, INC.	41-2254389	Delaware

2. Other Identifying Factors.

(a) The following is the mailing address of the Borrower and Guarantors:

21250 HAWTHORNE BLVD STE 800
TORRANCE CA 90503-5513

(b) The following are any DBAs of the Borrower:

_____

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3. **Other Current Locations.**

(a) The following are all other locations in which the Borrower maintains any books or records relating to any of the Collateral consisting of accounts, instruments, chattel paper, general intangibles or mobile goods:

(b) The following are all other places of business of the Company in the United States of America:

(c) The following are all other locations where any of the Collateral consisting of inventory or equipment is located:

(d) The following are the names and addresses of all persons or entities other than the Company, such as lessees, consignees, warehousemen or purchasers of chattel paper, which have possession or are intended to have possession of any of the Collateral consisting of instruments, chattel paper, inventory or equipment:

4. **Prior Locations.**

(a) Set forth below is the information required by §4(a) or (b) with respect to each location or place of business previously maintained by the Company at any time during the past five years in a state in which the Company has previously maintained a location or place of business at any time during the past fourmonths:

(b) Set forth below is the information required by §4(c) or (d) with respect to each other location at which, or other person or entity with which, any of the Collateral consisting of inventory or equipment has been previously held at any time during the past twelve months:

5. **Fixtures.** Set forth below is the information required by UCC §9-502(b) or former UCC §9-402(5) of each state in which any of the Collateral consisting of fixtures are or are to be located and the name and address of each real estate recording office where a mortgage on the realestate on which such fixtures are or are to be located would be recorded.

6. **Intellectual Property.**

Set forth below is a complete list of all United States and foreign patents, copyrights, trademarks, trade names and service marks registered or for which applications are pending in the name of the Company.

7. **Securities; Instruments**. Set forth below is a complete list of all stocks, bonds, debentures, notes and other securities and investment property owned by the Company *(provide name of issuer, a description of security and value)*.

8. **Motor Vehicles**. The following is a complete list of all motor vehicles owned by the Borrower *(describe each vehicle by make, model and year and indicate for each the state in which registered and the state in which based)*:

Vehicle	State of Registration	State in Which Based

Truck	Plate	VIN	Make

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9. Permitted Indebtedness.

Lender	Balance	Total Payment (indicate daily, weekly, or monthly)

10. Permitted Liens:

_____
_____
_____

11. Bank Accounts. The following is a complete list of all bank accounts (including securities and commodities accounts) maintained by the Borrower (*provide name and address of depository bank, type ofaccount and account number*):

Bank Account	Account Number	Account Routing
US Bank		122235821

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12. Unusual Transactions. All of the Collateral has been originated by the Borrower in the ordinarycourse of the Borrower's business or consists of goods which have been acquired by the Borrower in the ordinary course from a person in the business of selling goods of that kind.

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13. Litigation

a. The following is a complete list of pending and threatened litigation or claims involving amounts claimed against the Borrower in an indefinite amount or in excess of $50,000 in each case:

b. The following are the only claims which the Borrower has against others (other than claims on accounts receivable), which the Borrower is asserting or intends to assert, and in which the potential recovery exceeds $50,000:

14. <u>Insurance Broker.</u> The following broker handles the Borrower's property insurance**:**

Broker	Contact	Telephone	Email

The Borrower agrees to advise you of any change or modification to any of the foregoing information or any supplemental information provided on any continuation pages attached hereto, and, until such notice is received by you, you shall be entitled to rely upon such information and presume it is correct. The Borrower acknowledges that your acceptance of this Perfection Certificate and any continuation pages does not imply any commitment on your part to enter into a loan transaction with the Borrower, and that any such commitment may only be made by an express written loan commitment, signed by one of your authorized officers.

Date: October 29, 2025 [_____]

By: _____

Name: WILLIS C. LEE
Its: CEO
Email: wlee@emmauslifesciences.com

Doc ID: b8890a4e0c390e4d0cdb7234a7c918c5c0bb8756

EXHIBIT B-2

DISBURSEMENT INSTRUCTION FORM

The proceeds of the first advance of Term Loan shall be disbursed as follows:

The proceeds of the first advance of Term Loan shall be disbursed as follows:

Term Loan	$2,500,000.00
Less:	
Administrative Agent Fee to be remitted to Agile Capital Funding, LLC	($250,000.00)
EMMAUS MEDICAL, INC. - 439638 - (Pending current payment and payment from Thursday 10/30/2025 Clear)	($648,220.48)
EMMAUS MEDICAL, INC. - 449816 - (Pending current payment clears)	($1,207,031.25)
TOTAL TERM LOAN NET PROCEEDS TO BORROWER	$394,748.27

The aggregate net proceeds of the Term Loan shall be transferred to the Designated Deposit Account as follows:

BORROWER: EMMAUS MEDICAL, INC.

Account Name: Emmaus Medical, Inc.

Bank Name: US Bank

ABA Number: 122235821

Account Number: _____

The proceeds of the subsequent advances of the Term Loan shall be disbursed as follows:

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EXHIBIT B-3

DRAWDOWN SCHEDULE

Within 2 Business Days of Closing Date.

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EXHIBIT B-4
REPAYMENT AND AMORTIZATION SCHEDULE

Projected Payment Schedule	
	Weekly Payment
11/10/2025	$94,078.95
11/17/2025	$94,078.95
11/24/2025	$94,078.95
12/1/2025	$94,078.95
12/8/2025	$94,078.95
12/15/2025	$94,078.95
12/22/2025	$94,078.95
12/29/2025	$94,078.95
1/5/2026	$94,078.95
1/12/2026	$94,078.95
1/19/2026	$94,078.95
1/26/2026	$94,078.95
2/2/2026	$94,078.95
2/9/2026	$94,078.95
2/16/2026	$94,078.95
2/23/2026	$94,078.95
3/2/2026	$94,078.95
3/9/2026	$94,078.95
3/16/2026	$94,078.95
3/23/2026	$94,078.95
3/30/2026	$94,078.95
4/6/2026	$94,078.95
4/13/2026	$94,078.95
4/20/2026	$94,078.95
4/27/2026	$94,078.95
5/4/2026	$94,078.95
5/11/2026	$94,078.95
5/18/2026	$94,078.95
5/25/2026	$94,078.95
6/1/2026	$94,078.95
6/8/2026	$94,078.95
6/15/2026	$94,078.95
6/22/2026	$94,078.95
6/29/2026	$94,078.95
7/6/2026	$94,078.95
7/13/2026	$94,078.95
7/20/2026	$94,078.95
7/27/2026	$94,078.85
Total	$3,575,000.00

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EXHIBIT B-5

Business Loan and Security Agreement Supplement

Principal Amount of Loan:	**$2,500,000.00, including the Administrative Agent Fee,** available as set forth in the Drawdown Schedule found in Exhibit B-3 of this Agreement.
Total Repayment Amount:	The total repayment amount of the Term Loan, including all interest, lender fees, and third-party fees, assuming all payments are made on time is **$$3,575,000.00.**
Payment Schedule:	As set forth in the Repayment and Amortization Schedule found in Exhibit B-4 of the Agreement.
Payment Multiplier: (The per dollar cost of the loan inclusive of all interest and fees).	**1.43**
Interest Charge:	**$1,075,000.00,** assuming all payments are made on time.
Fees payable to Collateral Agent and its designees:	**Administrative Agent Fee: $250,000.00,** payable at closing out of proceeds of the Term Loan

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EXHIBIT B-6

AUTHORIZATION AGREEMENT
FOR AUTOMATED CLEARING HOUSE TRANSACTIONS

Borrower hereby authorizes Lender and / or Servicer (or its representatives) to present automated clearing house (ACH) debits to the following checking account in the amount of fees and other obligations due to Lender from Borrower under the terms of the Business Loan and Security Agreement and Subordinated Secured Promissory Note entered into between Lender and Borrower, as it may be amended, supplemented or replaced from time to time. In addition, if an Event of Default (as defined in the Business Loan and Security Agreement or Secured Promissory Note) occurs, Borrower authorizes Lender and / or Servicer (or its representatives) to debit any and all accounts controlled by Borrower or controlled by any entity with the same Federal Tax Identification Number as Borrower up to the total amount, including but not limited to, all fees and charges, due to Lender from Borrower under the terms of the Agreement.

Transfer Funds To/From: _____
Account Name: Emmaus Medical, Inc.
Bank Name: US Bank
ABA Number: 122235821
Account Number: _____

This authorization is to remain in full force and effect until all obligations due to Borrower under the Agreement have been fulfilled.

Borrower Information:_____

Borrower's Name: Emmaus Medical

Signature of Authorized Representative:_____

Print Name: WILLIS C. LEE
Title: CEO
Borrower's Tax ID: 46-1708146
Date: 10 / 29 / 2025

Doc ID: b8890a4e0c390e4d0cdb7234a7c918c5c0bb8756

EXHIBIT D

CONFESSED JUDGMENT SECURED PROMISSORY NOTE

IMPORTANT NOTICE: THIS INSTRUMENT CONTAINS A CONFESSION OF JUDGMENT PROVISION WHICH CONSTITUTES A WAIVER OF IMPORTANT RIGHTS YOU MAY HAVE AS A DEBTOR AND ALLOWS THE CREDITOR TO OBTAIN A JUDGMENT AGAINST YOU WITHOUT ANY FURTHER NOTICE.

CONFESSED JUDGMENT SECURED PROMISSORY NOTE

$2,500,000.00 Dated: October 29, 2025

FOR VALUE RECEIVED, the undersigned **Emmaus Life Sciences, Inc., A Domestic Delaware Corporation**("**Parent**" or "**Borrower**") and its subsidiaries, **Emmaus Medical, Inc., A Domestic Delaware Corporation, and EMI HOLDING, INC., A Domestic Delaware Corporation,** individually and collectively, jointly and severally, "**Guarantors**"), HEREBY JOINTLY AND SEVERALLY PROMISE TO PAY to the order of Agile Lending, LLC, or its designees or assigns ("**Lead Lender**") the principal amount of TWO MILLION FIVE HUNDRED THOUSAND DOLLARS($2,500,000.00) or such lesser amount as shall equal the outstanding principal balance of the Term Loan made to Borrower by Lender, plus interest on the aggregate unpaid principal amount of such Term Loan, at the rates and in accordance with the terms of the Business Loan and Security Agreement dated October 29, 2025, by and among Borrower, Lender, Collateral Agent, and the other Lenders from time to time party thereto (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"). If not sooner paid, the entire principal amount and all accrued and unpaid interest hereunder shall be due and payable on the Maturity Date as set forth in the Loan Agreement. Any capitalized term not otherwise defined herein shall have the meaning attributed to such term in the Loan Agreement.

Principal, interest and all other amounts due with respect to the Term Loan, are payable in lawful money of the United States of America to Lender as set forth in the Loan Agreement and this Confessed Judgment Secured Promissory Note (this "**Note**").

The Loan Agreement, among other things, (a) provides for the making of a secured Term Loan by Lender to Borrower, and (b) contains provisions for acceleration of the maturity hereof upon the happening of certain stated events.

This Note may not be prepaid except as set forth in Section 2.2 (c) and Section 2.2(d) of the Loan Agreement.

This Note and the obligation of Borrower to repay the unpaid principal amount of the Term Loan, interest on the Term Loan and all other amounts due Lender under the Loan Agreement is secured as provided under the Loan Agreement.

Presentment for payment, demand, notice of protest and all other demands and notices of any kind in connection with the execution, delivery, performance and enforcement of this Note are hereby waived.

Borrower shall pay all reasonable fees and expenses, including, without limitation, reasonable attorneys' fees and costs, incurred by Lender in the enforcement or attempt to enforce any of Borrower's obligations hereunder not performed when due.

This Note shall be governed by, and construed and interpreted in accordance with, the internal laws of the Commonwealth of Virginia.

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The ownership of an interest in this Note shall be registered on a record of ownership maintained by Lender or its agent. Notwithstanding anything else in this Note to the contrary, the right to the principal of, and stated interest on, this Note may be transferred only if the transfer is registered on such record of ownership and the transferee is identified as the owner of an interest in the obligation. Borrower shall be entitled to treat the registered holder of this Note (as recorded on such record of ownership) as the owner in fact thereof for all purposes and shall not be bound to recognize any equitable or other claim to or interest in this Note on the part of any other person or entity.

BORROWER HEREBY KNOWINGLY, VOLUNTARILY AND INTELLIGENTLY WAIVES ANY AND ALL RIGHTS THAT EACH PARTY TO THIS NOTE MAY NOW OR HEREAFTER HAVE UNDER THE LAWS OF THE UNITED STATES OF AMERICA OR THE COMMONWEALTH OF VIRGINIA, TO A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING DIRECTLY OR INDIRECTLY IN ANY ACTION OR PROCEEDING RELATING TO THIS NOTE, THE LOAN DOCUMENTS OR ANY TRANSACTIONS CONTEMPLATED THEREBY OR RELATED THERETO. IT IS INTENDED THAT THIS WAIVER SHALL APPLY TO ANY AND ALL DEFENSES, RIGHTS, CLAIMS AND/OR COUNTERCLAIMS IN ANY SUCH ACTION OR PROCEEDING. BORROWER EXPRESSLY ACKNOWLEDGES THAT BORROWER IS SUBJECT TO PERSONAL JURISDICTION IN THE COMMONWEALTH OF THE VIRGINIA, THAT BORROWER INTENTIONALLY ENTERED INTO THE TRANSACTIONS THAT ARE THE SUBJECT OF THIS CONFESSED JUDGMENT PROMISSORY NOTE WITH LENDER, WHO IS LOCATED IN THE COMMONWEALTH OF VIRGINIA, AND THAT BORROWER WAIVES ANY AND ALL OBJECTIONS TO THE EXERCISE OF PERSONAL JURISDICTION OVER BORROWER OF THE COMMONWEALTH OF VIRGINIA AND TO VENUE IN THE CIRCUIT COURT FOR ARLINGTON COUNTY, VIRGINIA AND ANY OTHER COURT WITHIN THE COMMONWEALTH OF VIRGINIA.

BORROWER UNDERSTANDS THAT THIS WAIVER IS A WAIVER OF A CONSTITUTIONAL SAFEGUARD, AND EACH PARTY INDIVIDUALLY BELIEVES THAT THERE ARE SUFFICIENT ALTERNATE PROCEDURAL AND SUBSTANTIVE SAFEGUARDS, INCLUDING, A TRIAL BY AN IMPARTIAL JUDGE, THAT ADEQUATELY OFFSET THE WAIVER CONTAINED HEREIN.

UPON THE OCCURRENCE OF AN EVENT OF DEFAULT HEREUNDER OR UNDER THE LOAN AGREEMENT, LEAD LENDER MAY CONFESS JUDGMENT AGAINST BORROWER AS PROVIDED HEREIN. UPON THE OCCURRENCE OF ANY EVENT OF DEFAULT HEREUNDER, BORROWER HEREBY AUTHORIZES AND EMPOWERS THE CLERK OF ANY COURT OF RECORD IN THE COMMONWEALTH OF VIRGINIA, INCLUDING BUT NOT LIMITED TO THE CLERK OF THE CIRCUIT COURT FOR THE COUNTY OF ARLINGTON TO ENTER JUDGMENT BY CONFESSION AGAINST BORROWER IN FAVOR OF LEAD LENDER FOR THE FULL AMOUNT DUE AND PAYABLE UNDER THE FINANCING AGREEMENTS AND SECURED BY THE LOAN AGREEMENT, TOGETHER WITH ALL PERMITTED FEES AND INTEREST, AS EVIDENCED BY AN AFFIDAVIT SIGNED BY AN OFFICER OF LEAD LENDER SETTING FORTH THE AMOUNT THEN DUE, TOGETHER WITH REASONABLE ATTORNEYS' FEES AND COLLECTION COSTS INCURRED BY LEAD LENDER AS PROVIDED IN THIS INSTRUMENT, TO THE EXTENT PERMITTED BY LAW, EXPRESSLY WAIVING SUMMONS AND OTHER PROCESS, AND DOES HEREBY CONSENT TO THE IMMEDIATE EXECUTION OF SUCH JUDGMENT, EXPRESSLY WAIVING THE BENEFIT OF ALL EXEMPTION OR HOMESTEAD LAWS.

BORROWER HEREBY CONSTITUTES AND APPOINTS JODIE E. BUCHMAN, ESQ., PIERCE C. MURPHY, ESQ., OF SILVERMAN, THOMPSON, SLUTKIN & WHITE, 400 E PRATT ST, SUITE 900, BALTIMORE, MD, 21202, OR A DULY APPOINTED SUBSTITUTE AS THE TRUE AND LAWFUL ATTORNEY-IN-FACT FOR BORROWER AND ALL PERSONS CLAIMING THROUGH OR UNDER BORROWER TO SIGN AN AGREEMENT FOR ENTERING IN ANY COMPETENT COURT AN AMICABLE ACTION IN EJECTMENT FOR POSSESSION OF THE COLLATERAL AND/OR TO APPEAR IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF ARLINGTON COUNTY,VIRGINIA, OR ANY COURT OF COMPETENT JURISDICTION AND TO CONFESS JUDGMENT AGAINST BORROWER, AND ALL PERSONS CLAIMING UNDER OR THROUGH BORROWER IN FAVOR OF LEAD LENDER, FOR WHICH THIS NOTE, OR A COPY THEREOF VERIFIED BY AFFIDAVIT, SHALL BE SUFFICIENT WARRANT; WHEREUPON A WRIT OF POSSESSION MAY IMMEDIATELY ISSUE FOR POSSESSION OF THE COLLATERAL, WITHOUT ANY PRIOR WRIT OR PROCEEDING WHATSOEVER AND WITHOUT ANY STAY OF EXECUTION. LEAD LENDER MAY BRING AN AMICABLE ACTION IN EJECTMENT AND/OR CONFESS JUDGMENT THEREIN EITHER BEFORE OR AFTER THE INSTITUTION OF PROCEEDINGS TO ENFORCE THIS NOTE AND/OR AFTER ENTRY OF JUDGMENT ON THIS NOTE, OR AFTER A PUBLIC SALE OF THE COLLATERAL IN WHICH LEAD LENDER IS THE SUCCESSFUL BIDDER.

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BORROWER HEREBY RATIFIES AND CONFIRMS ALL THAT SAID ATTORNEY OR ATTORNEYS MAY DO PURSUANT TO THE FOREGOING POWER. PURSUANT TO SECTION 8.01-435 OF THE CODE OF VIRGINIA OF 1950, AS AMENDED, BORROWER IS HEREBY NOTIFIED THAT A SUBSTITUTE ATTORNEY-IN-FACT UNDER THIS PARAGRAPH MAY BE APPOINTED BY THE LEAD LENDER, OBLIGEE, OR PERSON OTHERWISE ENTITLED TO PAYMENT UNDER THIS AGREEMENT BY RECORDING AN INSTRUMENT NAMING SUCH SUBSTITUTE ATTORNEY-IN- FACT IN THE CLERK'S OFFICE WHERE JUDGMENT IS TO BE CONFESSED.

THE FOREGOING AUTHORIZATION TO PURSUE PROCEEDINGS FOR CONFESSING JUDGMENT AND ANY AND ALL JUDGMENT ENFORCEMENT MEASURES THAT LEAD LENDER OPTS TO PURSUE, INCLUDING BUT NOT LIMITED TO OBTAINING POSSESSION OF THE COLLATERAL, AND IS AN ESSENTIAL PART OF LEAD LENDER'S REMEDIES FOR ENFORCEMENT OF THIS NOTE AND THE LOAN AGREEMENT AND SHALL SURVIVE ANY ENFORCEMENT ACTIONS OR FORECLOSURE SALE BY OR TO LEAD LENDER.

[Signature Page to Follow}

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IN WITNESS WHEREOF, Borrower caused this Note to be duly executed under seal by one of its officers thereunto duly authorized on the date hereof.

BORROWER:

_____[SEAL]
By: WILLIS C. LEE
Date:

BORROWER:

_____[SEAL]
By:
Date:

STATE:
COUNTY OF:

I hereby certify that on____, before me, the undersigned, Notary Public in and for the State of_____, at large, personally appeared WILLIS C. LEE, individually and as the CEO of Emmaus Life Sciences, Inc., A Domestic Delaware Corporation(**"Parent")** and its subsidiaries, Emmaus Medical, Inc., A Domestic Delaware Corporation, and EMI HOLDING, INC., A Domestic Delaware Corporation known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the foregoing on behalf of himself individually, Emmaus Life Sciences, Inc., A Domestic Delaware Corporation (**"Parent")** and its subsidiaries, Emmaus Medical, Inc., A Domestic Delaware Corporation, and EMI HOLDING, INC., A Domestic Delaware Corporation for the purposes set forth therein.

(Seal)
Notary Public _____

My Commission Expires: Registration Number:

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Docusign Envelope ID: FB5B6E03-3012-4E56-8716-8B219B92320A

Exhibit 10.54

Breeze Funding

SALE OF FUTURE RECEIPTS AGREEMENT

Seller's Legal Name: EMMAUS MEDICAL INC

TaxID: 06-1708146 **D/B/A:** EMMAUS MEDICAL

State of Incorporation and Form of Business Entity:

CA CORPORATION

Primary Contact Name: WILLIS CHANGCHOON LEE

Title: CEO **Phone Number:**

Street Address:	City:	State:	Zip:
21250 HAWTHORNE BLVD STE 800	TORRANCE	CA	90503
Mailing Address:	**City:**	**State:**	**Zip:**
21250 HAWTHORNE BLVD STE 800	TORRANCE	CA	90503

Initial Periodic Amount

$ 53,575.00

What is the Initial Periodic Amount?

The Initial Periodic Amount is an estimate of the Specified Percentage of your average sales revenue. We will debit the Periodic Amountfrom your Bank Accounteach business week, subject to your actual revenue. We based the Initial Periodic Amount on information you provided or made available to us to calculate your average revenue over a period of time prior to the date of this Agreement. Please refer to Section 4 of this Agreement for how you can adjust the Periodic Amount.

Purchase Price Paid to Seller:
$ 500,000.00

Purchased Amount of Future Receipts:
$ 750,000.00

Specified Percentage:
35%

Periodic Frequency:
Weekly

Purchase Price $ **$ 500,000.00** (If applicable) paid to Buyer and/or third parties

Prior Balance(s) $ **$ 0.00** (If applicable)

Wire Fee $ **$ 0.00** **Origination Fee** $ **$ 45,000.00**

Net Amount Funded to Seller $ **$ 455,000.00**

This Sale of Future Receipts Agreement ("Agreement") effective, 12/09/2025, is made by and between Breeze Funding, address at 17 state street New York NY 10004 ("Buyer"), the business identified above ("Seller"), and each Guarantor identified below (each a "Guarantor").
Seller, hereby sells, and assigns to Buyer, without recourse, the Purchased Amount of the proceeds of each future sale made by Seller (collectively "Future Receipts") and will deliver the Specified Percentage of Future Receipts in accordance with this Agreement.

Seller: EMMAUS MEDICAL INC

Agreed to by: WILLIS CHANGCHOON LEE **Signature:** **, its** CEO **(Title) Initials;**

Agreement of Seller: By signing below Seller agrees to the terms and conditions contained in this Agreement, including those terms and conditions on the following pages, and further agrees that this transaction is for business purposes.

Agreement of Each Guarantor: By signing below each Guarantor agrees to the terms and conditions contained in this Agreement, including those terms and conditions on the following pages, and further agrees that this transaction is for business purposes.

Notice: This agreement contains a personal guaranty of performance, and by signing below, you agree that you will be personally liable for the prompt and complete performance of certain obligations of Seller as described in this Agreement.

GUARANTOR #1 Full Name: WILLIS CHANGCHOON LEE

Social Security #: Signature: Date: 12/09/2025 Initials;

GUARANTOR #2 Full Name:

Social Security #: **Signature:** **Date:** 12/09/2025 **Initials;**

Docusign Envelope ID: FB5B6E03-3012-4E56-8716-8B219B92320A

Breeze Funding

SALE OF FUTURE RECEIPTS AGREEMENT TERMS AND CONDITIONS

1. Future Receipts:

"Future Receipts" includes all payments made by cash, check, Automated Clearing House ("ACH") or other electronic transfer, credit card, debit card, bank card, charge card (each such card shall be referred to herein as a "Payment Card") or other form of monetary payment in the ordinary course of Seller's business. As payment for the Purchased Amount, Buyer will pay to Seller the Purchase Price, minus any fees and amounts to satisfy prior balances shown above.

2. Buyer's Acceptance of Agreement:

The obligation of Buyer under this Agreement will not be effective unless and until Buyer has completed its review of the Seller and has accepted this Agreement by delivering the Net Amount Funded to Seller, shown above. Prior to accepting this Agreement, Buyer may conduct a processing trial to confirm its access to Seller's Account, shown above (the "Account") and the ability to withdraw the Initial Periodic Amount. If the processing trial is not completed to the satisfaction of Buyer, Buyer will refund to Seller all funds that were obtained by Buyer during the processing trial.

3. Delivery of Purchased Amount:

Seller authorizes Buyer to debit the Initial Periodic Amount or any updated periodic amount (the "Periodic Amount") from the Account each business day by either ACH or electronic check. Seller will provide Buyer with all required Account information and agrees not to change it without prior written consent from Buyer. Seller will provide an appropriate ACH authorization to Buyer. If any draft or electronic debit is returned for insufficient funds, then Seller will be responsible for any fees incurred by Buyer resulting from a rejected electronic check or ACH debit attempt, as set forth on Appendix A. Buyer is not responsible for any overdrafts or rejected transactions that may result from Buyer's debiting any amount authorized under the terms of this Agreement. Seller understands that the foregoing ACH authorization is a fundamental condition to induce Buyer to accept the Agreement. Consequently, such authorization is intended to be irrevocable during the course of this Agreement.

In the event that Seller changes or permits changes to the Account or the ACH authorization approved by the Buyer or adds an additional bank account, Buyer shall have the right, without waiving any of its rights and remedies and without notice to Seller or any Guarantor, to notify the new or additional bank of this Agreement and to direct such new or additional bank to remit to the Buyer all or any portion of the amounts received by such bank. Any such new account shall be deemed an Account.

4. Reconciliation and Adjusting the Periodic Amount (IMPORTANT PROTECTION FOR SELLER):

The initial Periodic Amount is intended to represent the Specified Percentage of Seller's Future Receipts. At any time, Seller or Buyer have the right to obtain a reconciliation of Seller's actual revenue to adjust the Periodic Amount to more closely reflect the Seller's actual Future Receipts times the Specified Percentage.

a. How Seller may Request a Reconciliation.Email: funding@breezefunders.com

b. How Buyer may Request a Reconciliation. Buyer may request a reconciliation in writing via regular mail or e-mail.

c. Reconciliation Information. Seller shall provide Buyer with a copy of Seller's most recent month's official Account statement (the "Reconciliation Information"). Upon receipt of the Reconciliation Information, Buyer shall promptly recalculate
Seller's average revenue. If necessary to verify the Reconciliation Information, Buyer may request additional documentation including view-only access to the Account.

d. Adjusting the Periodic Amount. Within five (5) calendar days of Buyer's reasonable verification of the Reconciliation Information, Buyer shall adjust the Periodic Amount on a goingforward basis to more closely reflect Seller's actual Receipts times the Specified Percentage. Buyer will notify Seller prior to any such adjustment. After each adjustment made pursuant to this paragraph, the new dollar amount will be deemed the updated Periodic Amount until any subsequent adjustment.

e. Refund Reconciliation. Either party also may obtain a refund reconciliation. If requested, Buyer shall calculate whether the amount Buyer received from Seller during the applicable month wasgreater or less than the Specified Percentage of Seller's actual receipts for that month and credit the Account with any excess or debit the Account for any shortfall. Seller and/or Buyer may request a refund reconciliation once each calendar month.

f. Failure to Provide Reconciliation Information. If Seller requests a reconciliation and fails to provide the Reconciliation Information within five (5) calendar days after Seller's reconciliation request, Buyer may consider Seller's reconciliation request withdrawn. If Buyer requests a reconciliation and Seller fails to provide the Reconciliation Information within five (5) calendar days after Buyer's reconciliation request, Buyer may adjust the Periodic Amount based on the best information reasonably available to Buyer.

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5. Nonrecourse Sale of Future Receipts (THIS IS NOT A LOAN):

Seller is selling a portion of a future revenue stream to Buyer at a discount, not borrowing money from Buyer. There is no interest rate or payment schedule and no time period during which the Purchased Amount must be collected by Buyer.

a. No Right or Obligation to Repurchase Future Receipts. By this Agreement, Seller transfers to Buyer full and complete ownership of the Purchased Amount and Seller retains no legal or equitable interest therein. Seller acknowledges that it has no right or obligation to repurchase the Purchased Amount from Buyer.

b. Valid Excuses. Seller shall be excused from any obligation to remit Periodic Amounts during any period that Seller's business ceases its operations due to adverse business conditions that occurred for reasons outside Seller's control. Bankruptcy of the Seller is not an event of default under this Agreement.

c. Buyer's Assumption of Risk. Buyer assumes the risk that Future Receipts may be remitted more slowly than Buyer may have anticipated or projected because Seller's business has slowed down, and the risk that the full Purchased Amount may never be remitted because Seller's business goes bankrupt or Seller otherwise ceased operations in the ordinary course of business. Buyer is buying the Purchased Amount knowing the risks that Seller's business may slow down or fail, and Buyer assumes these risks based on Seller's representations, warranties and covenants in this Agreement that are designed to give Buyer a reasonable and fair opportunity to receive the benefit of its bargain.

6. Fees and Charges:

A list of all fees and charges applicable under this Agreement is contained in Appendix A. Some or all of the Origination Fee may be paid to a broker. Otherwise, Buyer is NOT CHARGING ANY BROKER FEES to Seller. If Seller is charged another such fee, Seller acknowledges that it is not being charged by Buyer.

7. Credit Report and Other Authorizations:

Seller and each of the Guarantors signing above authorize Buyer, its agents and representatives and any credit reporting agency engaged by Buyer, to (i) investigate any references given or any other statements or data obtained from or about Seller or any of the Guarantors for the purpose of this Agreement, (ii) obtain consumer and business credit reports on the Seller and any of its Owners, and (iii) to contact personal and business references provided by the Seller in the Application, at any time now or for so long as Seller and/or Guarantors continue to have any obligations to Buyer as a consequence of this Agreement or for Buyer's ability to determine Seller's eligibility to enter into any future agreement with Buyer.

8. Authorization to Contact Current and Prior Banks:

Seller hereby authorizes Buyer to contact any current or prior bank of the Seller in order to obtain whatever information it may require regarding Seller's transactions with any such bank. Such information may include but is not limited to, information necessary to verify the amount of Future Receipts previously processed on behalf of Seller and any fees that may have been charged by the bank. In addition, Seller authorizes Buyer to contact any current or prior bank of the Seller for collections and in order to confirm that Seller is exclusively using the Account identified above, or any other account approved by Buyer, for the deposit of all business receipts.

9. Right to Cancel:

Seller understands that Buyer offers Seller a right to cancel this Agreement at any time within two (2) calendar days after Buyer has delivered the Net Amount Funded. Seller may exercise this right by notifying Buyer that it is cancelling this Agreement and returning the Net Amount Funded to Buyer. For the Seller's right to cancel to be effective, Buyer must receive both the notice and the return of the Net Amount Funded within two (2) calendar days after the Buyer has delivered the Net Amount Funded.

10. Financial Information:

Seller authorizes Buyer and its agents to investigate its financial responsibility and history, and will provide to Buyer any authorizations, banking or financial statements, tax returns, etc., as Buyer deems necessary and reasonable prior to or at any time after execution of this Agreement. A photocopy of this authorization will be deemed acceptable as an authorization for release of financial and credit information. Buyer is authorized to update such information and financial and credit profiles from time to time as it deems appropriate. Seller waives, to the maximum extent permitted by law, any claim for damages against Buyer or any of its affiliates relating to any investigation undertaken by or on behalf of Buyer as permitted by this Agreement or disclosure of information as permitted by this Agreement.

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11. Transactional History:

Seller authorizes all of its banks and brokers and its Payment Card processor(s) to provide Buyer with Seller's banking, brokerage and/or processing history to determine qualification or continuation in this program, or for collections upon a breach of this Agreement.

12. Application of Amounts Received by Buyer:

Buyer reserves the right to apply amounts received by it under this Agreement to any fees or other charges due to Buyer from Seller prior to applying such amounts to reduce the amount of any outstanding Purchased Amount.

13. Representations, Warranties and Covenants of Seller:

As of the date of this Agreement and, unless expressly stated otherwise, continuing until Buyer has received 1) the Purchased Amount and 2) all fees and charges due under this Agreement, Seller represents, warrants and covenants to Buyer as follows:

a. No Diversion of Future Receipts. Seller must deposit all Future Receipts into the Account on a daily basis and must instruct Seller's credit card processor, which must be approved by Buyer (the "Processor") to deposit all Payment Card receipts of Seller into the Account on a daily basis. Seller agrees not to (i) change the Account, (ii) add an additional Account, (iii) revoke Buyer's authorization to debit the Account, (iv) close the Account without the express written consent of Buyer or, (v) take any other action with the intent to interfere with Buyer's right to collect the purchased Future Receipts.

b. Stacking Prohibited. Seller shall not enter into any merchant cash advance or any loan agreement that relates to or encumbers its Future Receipts or requires daily payments with any party other than Buyer for the duration of this Agreement. Buyer may share information regarding this Agreement with any third party in order to determine whether Seller is in compliance with this provision.

c. Financial Condition and Financial Information. Any bank statements and financial statements of Seller that have been furnished to Buyer, and future statements that will be furnished to Buyer, fairly represent the financial condition of Seller at such dates. Furthermore, Seller represents that all documents, forms and recorded interviews provided to or with Buyer are true, accurate and complete in all respects, and accurately reflect Seller's financial condition and results of operations at the time they are provided. Seller further agrees to authorize the release of any past or future tax returns to Buyer.

d. Governmental Approvals. Seller is in compliance and shall comply with all applicable federal, state and local laws, rules and regulations and has valid permits, authorizations and licenses to own, operate and lease its properties and to conduct the businesses in which it is presently engaged and/or will engage in hereafter.

e. Authority to Enter Into This Agreement. Seller and the person(s) signing this Agreement on behalf of Seller, have full power and authority to incur and perform the obligations under this Agreement, all of which have been duly authorized.

f. Change of Name or Location or Sale or Closing of Business. Seller will not conduct Seller's businesses under any name other than as disclosed to Buyer or change any of its places of business without prior written consent of Buyer. Seller will not voluntarily sell, dispose, transfer or otherwise convey all or substantially all of its business or assets without (i) the express prior written consent of Buyer, and (ii) the written agreement of any purchaser or transferee assuming all of Seller's obligations under this Agreement pursuant to documentation satisfactory to Buyer. Except as disclosed to Buyer in writing, Seller has no current plans to close its business either temporarily, whether for renovations, repairs or any other purpose, or permanently. Seller will not voluntarily close its business on a temporary basis for renovations, repairs, or any other voluntary purposes. This provision, however, does not prohibit Seller from closing its business temporarily if such closing is required to conduct renovations or repairs that are required by local ordinance or other legal order, such as from a health or fire inspector, or if otherwise forced to do so by circumstances outside of the control of Seller. Prior to any such closure, Seller will provide Buyer five (5) calendar days' notice to the extent practicable.

g. No Pending or Contemplated Bankruptcy as of the Date of this Agreement. As of the date of this Agreement, Seller does not contemplate and has not filed any petition for bankruptcy protection under Title 11 of the United States Code and there has been no involuntary petition brought or pending against Seller. Seller represents that it has not consulted with a bankruptcy attorney within six months prior to the date of this Agreement. Seller further warrants that as of the date of this Agreement (i) it does not anticipate filing a bankruptcy petition and (ii) it does not anticipate that an involuntary petition will be filed against it.

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h. Seller to Pay Taxes Promptly. Seller will promptly pay all necessary taxes, including but not limited to employment and sales and use taxes.

i. No Violation of Prior Agreements. Seller's execution and performance of this Agreement will not conflict with any other agreement, obligation, promise, court order, administrative order or decree, law or regulation to which Seller is subject, including any agreement that prohibits the sale or pledge of Seller's Future Receipts.

j. Seller's Knowledge and Representation. Seller represents, warrants, and agrees that it is a sophisticated business entity familiar with the kind of transaction covered by the Agreement; it was represented by counsel or had full opportunity to consult with counsel.

k. Accurate and Complete Information. Seller represents, warrants, and agrees that all information provided to Buyer and all statements made to Buyer relating to this transaction in any way have been truthful, accurate, and complete. Seller further agrees that Seller will be truthful in all future statements to Buyer, and will provide Buyer with accurate and complete information regarding Seller's business as required by this Agreement.

14. Rights of Buyer:

a. Acknowledgment of Security Interest and Security Agreement. The Future Receipts sold by Seller to Buyer pursuant to this Agreement shall constitute and shall be construed and treated for all purposes as a true and complete sale, conveying good title to the Future Receipts free and clear of any liens and encumbrances, from Seller to Buyer. To the extent the Future Receipts are "accounts" or "payment intangibles" as those terms are defined in the Uniform Commercial Code as in effect in the state in which the Seller is located ("UCC") then: (i) the sale of the Future Receipts creates a security interest as defined in the UCC, (ii) this Agreement constitutes a "security agreement" under the UCC, and (iii) Buyer has all the rights of a secured party under the UCC with respect to such Future Receipts. Seller further agrees that, with or without a breach of this Agreement, Buyer may notify account debtors, or other persons obligated on the Future Receipts, or holding the Future Receipts, of Seller's sale of the Future Receipts and may instruct them to make payment or otherwise render performance to or for the benefit of Buyer.

b. Financing Statements. Seller authorizes Buyer to file one or more UCC-1 forms consistent with the UCC to give notice that the Purchased Amount of Future Receipts is the sole property of Buyer. The UCC filing may state that such sale is
intended to be a sale and not an assignment for security and may state that the Seller is prohibited from obtaining any financing that impairs the value of the Future Receipts or Buyer's right to collect same. Seller authorizes Buyer to debit the Account for all costs incurred by Buyer associated with the filing, amendment or termination of any UCC filings.

c. Right of Access. In order to ensure that Seller is complying with the terms of this Agreement, Buyer shall have the right to (i) enter during regular business hours, without notice, the premises of Seller's business for the purpose of inspecting and checking Seller's transaction processing terminals to ensure the terminals are properly programmed to submit and or batch Seller's daily receipts to the Processor and to ensure that Seller has not violated any other provision of this Agreement, (ii) Seller shall provide access to its employees and records and all other items as reasonably requested by Buyer; and (iii) have Seller provide information about its business operations, banking relationships, vendors, landlord and other information to allow Buyer to interview any relevant parties.

d. Phone Recordings and Contact. Seller agrees that any call between Buyer and Seller, and their agents and employees may be recorded or monitored. Further, Seller agrees that (i) it has an established business relationship with Buyer, its employees and agents and that Seller may be contacted from time-to-time regarding this or other business transactions, (ii) that such communications and contacts are not unsolicited or inconvenient, and (iii) that any such contact may be made at any phone number, email address, or facsimile number given to Buyer by the Seller, its agents or employees, including cellular telephones.

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e. ACH Authorization. Seller represents and warrants that (i) the Account is solely owned by Seller; (ii) the person executing this Authorization on behalf of Seller is an authorized signer on the Account and has the power and authority to authorize Buyer to initiate ACH transactions to and from the Account, and (iii) the Account is a legitimate, open, and active bank account used solely for business purposes and not for personal, family or household purposes. If an ACH transaction is rejected by Seller's financial institution for any reason other than a stop payment order placed by Seller with its financial institution, including without limitation insufficient funds, Seller agrees that Buyer may resubmit up to two times any ACH transaction that is dishonored. Seller's bank may charge Seller fees for unsuccessful ACH entries. Seller agrees that Buyer will have no liability to Seller for such fees. In the event Buyer makes an error in processing any payment or credit, Seller authorizes Buyer to initiate ACH entries to or from the Account to correct the error. Seller acknowledges that the origination of ACH entries to and from the Account must comply with applicable law and applicable network rules. Seller agrees to be bound by the Rules and Operating Guidelines of NACHA (formerly known as the National Automated Clearing House Association). Seller will not dispute any ACH transaction initiated pursuant to this Authorization, provided the transaction corresponds to the terms of this Authorization. Seller requests the financial institution that holds the Account to honor all ACH entries initiated in accordance with this Authorization.

15. Remedies for Seller's Breach of this Agreement:

If Seller violates any term or covenant in this Agreement, Buyer may proceed to protect and enforce its rights including, but not limited to, the following:

a. The Specified Percentage shall equal 100%. The full undelivered Purchased Amount plus all fees and charges (including legal fees) assessed under this Agreement will become due and payable in full immediately.

b. Buyer may enforce the provisions of the Personal Guaranty of Performance against each Owner.

c. Seller shall pay to Buyer all reasonable costs associated with Seller's breach. Buyer may proceed to protect and enforce its rights and remedies by arbitration or lawsuit. In any such arbitration or lawsuit, under which Buyer shall recover Judgment against Seller, Seller shall be liable for all of Buyer's costs, including but not limited to all reasonable attorneys' fees and court costs. However, the rights of Buyer under this provision shall be limited as provided in the arbitration provision set forth below.

d. Buyer may debit depository accounts wherever situated by means of ACH debit or facsimile signature on a computergenerated check drawn on any of Seller's banking accounts for all sums due to Buyer.

e. Subject to arbitration as provided in Section 30 of this Agreement, all rights, powers and remedies of Buyer in connection with this Agreement may be exercised at any time by Buyer after the occurrence of breach, are cumulative and not exclusive, and shall be in addition to any other rights, powers or remedies provided by law or equity.

16. Modifications, Amendments:

No modification, amendment, waiver or consent of any provision of this Agreement shall be effective unless the same is in writing and signed by Buyer.

17. Assignment:

Buyer may assign, transfer or sell its rights to receive the Purchased Amount or delegate its duties hereunder, either in whole or in part, with or without prior written notice to Seller.

18. Personal Guaranty of Performance:

Guarantor agrees to irrevocably, absolutely and unconditionally guarantee to Buyer prompt and complete performance of the following obligations of Seller (the "Guaranteed Obligations"):

a. Seller's obligation to not (i) change the Account, (ii) add an additional Account, (iii) revoke Buyer's authorization to debit the Account, (iv) close the Account without the express written consent of Buyer or (v) take any other action with the intent to interfere with Buyer's right to collect the purchased Future Receipts; Seller's obligation to not conduct Seller's businesses under any name other than as disclosed to Buyer;

b. Seller's obligation to not change any of its places of business without prior written consent by Buyer;

c. Seller's obligation to not voluntarily sell, dispose, transfer or otherwise convey its business or substantially all business assets without (i) the express prior written consent of Buyer, and (ii) the written agreement of any purchaser or transferee assuming all of Seller's obligations under this Agreement pursuant to documentation satisfactory to Buyer;

d. Seller's obligation to not enter into any merchant cash advance or any loan agreement that relates to or encumbers its Future Receipts with any party other than Buyer for the duration of this Agreement without Buyer's prior written consent; and

e. Seller's obligation to provide truthful, accurate, and complete information as required by this Agreement.

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19. Guarantor Waivers:

Buyer does not have to notify Guarantor of any of the following events and Guarantor will not be released from its obligations under the Agreement and this Personal Guaranty of Performance if it is not notified of: (i) Seller's failure to timely perform any obligation under the Agreement, (ii) any adverse change in Seller 's financial condition or business, (iii) Buyer's acceptance of the Agreement, and (iv) any renewal, extension or other modification of the Agreement or Seller 's other obligations to Buyer. In addition, Buyer may take any of the following actions without releasing Guarantor from any of its obligations under the Agreement and this Performance Guaranty: (i) renew, extend or otherwise modify the Agreement or Seller's other obligations to Buyer, and (ii) release Seller from its obligations to Buyer. Guarantor shall not seek reimbursement from Seller or any other guarantor for any amounts paid by it under the Agreement or this Performance Guaranty. Guarantor permanently waives and shall not seek to exercise any of the following rights that it may have against Seller, or any other guarantor, for any amounts paid by it, or acts performed by it, under the Agreement or this Performance Guaranty: (i) subrogation, (ii) reimbursement, (iii) performance, (iv) indemnification, or (v) contribution.

20. Guarantor Acknowledgement:

Guarantor acknowledges that Guarantor understands the seriousness of the provisions of the Agreement, including the Jury Waiver, Class Action Waiver and Arbitration sections, and has had a full opportunity to consult with counsel their choice, and have consulted with counsel or have decided not to avail themselves of that opportunity.

21. Notices:

a. Notices from Buyer. Buyer may send any notices, Breeze Funding, Sale of Future Receipts Agreement Guarantor(s)/Seller(s) Initials: disclosures, terms and conditions, other documents, and any future changes to Seller by regular mail or by e-mail, at Buyer's option and Seller consents to such electronic delivery. Notices sent by e-mail are effective when sent. Notices sent by regular mail become effective three days after mailing to Seller's address set
forth in this Agreement.

b. Notices from Seller and Guarantor. Subject to Section 4 of this Agreement, Seller and Guarantor may send any notices to Buyer by e-mail only upon the prior written consent of Buyer, which consent may be withheld or revoked at any time in Buyer's sole discretion. Otherwise, any notices or other communications from Seller and Guarantor to Buyer must be delivered by certified mail, return receipt requested, to Buyer's address set forth in this Agreement. Notices sent to Buyer shall become effective only upon receipt by Buyer.

22. Binding Effect, Governing Law, Venue and Jurisdiction:

This Agreement shall be binding upon and inure to the benefit of Seller, Buyer, Guarantor and their respective successors and assigns, except that Seller shall not have the right to assign its rights hereunder or any interest herein without the prior written consent of Buyer which consent may be withheld in Buyer's sole discretion. Except as set forth in the Arbitration section, this Agreement shall be governed by and construed in accordance with the laws of the state of New York, without regard to any applicable principles of conflicts of law. Seller and Guarantor understand and agrees that (i) Buyer is located in New York, (ii) Buyer makes all decisions from Buyer's office in New York, (iii) the Agreement is made in New York (that is, no binding contract will be formed until Buyer receives and accepts-Seller's signed Agreement in New York), and (iv) Seller's payments are not accepted until received by Buyer in New York. Any suit, action or proceeding arising hereunder, or the interpretation, performance or breach of this Agreement, shall, if Buyer so elects, be instituted in any court sitting in New York, (the "Acceptable Forums"). Seller and Guarantor agree that the Acceptable Forums are convenient to it, and submit to the jurisdiction of the Acceptable Forums and waives any and all objections to jurisdiction or venue. Should such proceeding be initiated in any other forum, Seller and Guarantor waive any right to oppose any motion or application made by Buyer to transfer such proceeding to an Acceptable Forum. Buyer, Seller and Guarantor further agree that the mailing by certified or registered mail, return receipt requested, or by email to wlee@emmauslifesciences.com of any process required by any such court will constitute valid and lawful service of process against them, without the necessity for service by any other means provided by statute or rule of court, but without invalidating service performed in accordance with such other provisions.

23. Survival of Representations, Warranties and Covenants:

All representations, warranties and covenants herein shall survive the execution and delivery of this Agreement and shall continue in full force until all obligations under this Agreement shall have been satisfied in full.

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24. Interpretation:

All parties hereto have had the opportunity to review this Agreement with an attorney of their own choosing and have relied only on their own attorney's guidance and advice or have been provided sufficient opportunity to have an attorney of their choosing review the Agreement. No construction determinations shall be made against either Party hereto as drafter.

25. Entire Agreement and Severability:

This Agreement embodies the entire agreement between Seller and Buyer and supersedes all prior agreements and understandings relating to the subject matter hereof. In case any of the provisions in this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of any other provision contained herein shall not in any way be affected or impaired.

26. Execution:

Facsimile signatures, or any other electronic means reflecting the party's signature hereto, shall be deemed acceptable for all purposes. The parties agree that if a duly authorized representative of each of the parties signs this Agreement and transmits such Agreement to the other party via facsimile or electronically transmitted portable document format, such transmission shall be treated in all manner and respects as an original signature (or counterpart thereof) and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. At the request of a party hereto, each other party hereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto shall raise the use of a facsimile machine or electronic transmission in portable document format to deliver a signature or the fact that any signature was transmitted or communicated through the use of facsimile machine or electronic transmission in portable document format as a defense to this Agreement and each such party forever waives any such defense. This Agreement may be signed in one or more counterparts, each of which shall constitute an original and all of which when taken together shall constitute one and the same agreement.

27. Monitoring, Recording, and Solicitations:

a. Authorization to Contact by Phone. Seller and Guarantor authorize Buyer, its affiliates, agents and independent contractors to contact Seller or Guarantor at any telephone number Seller or Guarantor provide to Buyer or from which Seller or Guarantor places a call to Buyer, or any telephone number where Buyer believes it may reach Seller or Guarantor, using any means of communication, including but not limited to calls or text messages to mobile, cellular, wireless or similar devices or calls or text messages using an automated telephone dialing system and/or artificial voices or prerecorded messages, even if Seller or Guarantor incurs charges for receiving such communications.

b. Authorization to Contact by Other Means. Seller and Guarantor also agree that Buyer, its affiliates, agents and independent contractors, may use any other medium not prohibited by law including, but not limited to, mail, e-mail and facsimile, to contact Seller and Guarantor. Seller and Guarantor expressly consent to conduct business by electronic means.

28. JURY WAIVER:

THE PARTIES WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY COURT IN ANY SUIT, ACTION OR PROCEEDING ON ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE TRANSACTIONS OF WHICH THIS BREEZE FUNDING, AGREEMENT IS A PART OR ITS ENFORCEMENT, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. THE PARTIES ACKNOWLEDGE THAT EACH PARTY MAKES THIS WAIVER KNOWINGLY, WILLINGLY AND VOLUNTARILY AND WITHOUT DURESS, AND ACKNOWLEDGE THEIR RIGHT TO REVIEW THE RAMIFICATIONS OF THIS WAIVER WITH THEIR ATTORNEYS.

29. CLASS ACTION WAIVER:

BUYER, SELLER, AND EACH GUARANTOR ACKNOWLEDGE AND AGREE THAT THE AMOUNT AT ISSUE IN THIS TRANSACTION AND ANY DISPUTES THAT ARISE BETWEEN THEM ARE LARGE ENOUGH TO JUSTIFY DISPUTE RESOLUTION ON AN INDIVIDUAL BASIS. EACH PARTY HERETO WAIVES ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTIES AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. TO THE EXTENT ANY PARTY IS PERMITTED BY LAW OR A COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES AGREE THAT: (I) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOT WITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT), AND (II) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.

Docusign Envelope ID: FB5B6E03-3012-4E56-8716-8B219B92320A

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30. ARBITRATION:

IF BUYER, SELLER OR ANY GUARANTOR REQUESTS, THE OTHER PARTIES AGREE TO ARBITRATE ALL DISPUTES AND CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT. IF BUYER, SELLER OR ANY GUARANTOR SEEKS TO HAVE A DISPUTE SETTLED BY ARBITRATION, THAT PARTY MUST FIRST SEND TO ALL OTHER PARTIES, BY CERTIFIED MAIL, A WRITTEN NOTICE OF INTENT TO ARBITRATE. BUYER, SELLER OR ANY GUARANTOR MAY COMMENCE AN ARBITRATION PROCEEDING WITH THE AMERICAN ARBITRATION ASSOCIATION ("AAA") OR THE FORUM. BUYER WILL PROMPTLY REIMBURSE SELLER OR THE GUARANTOR FOR THE AMOUNT BY WHICH ANY ARBITRATION FILING FEE EXCEEDS THE AMOUNT REQUIRED TO FILE A LAWSUIT IN FEDERAL COURT. IF BOTH SELLER AND GUARANTOR MUST PAY FILING FEES, BUYER WILL ONLY REIMBURSE SELLER. IF BUYER COMMENCES THE ARBITRATION, BUYER WILL PAY THE PORTION OF SELLER'S FILING FEE (IF ANY) THAT EXCEEDS THE AMOUNT REQUIRED TO FILE A LAWSUIT IN FEDERAL COURT. ANY ARBITRATION FEES OTHER THAN FILING FEES WILL BE ALLOCATED ACCORDING TO THE RULES OF THE ORGANIZATION ADMINISTERING THE ARBITRATION, EXCEPT AS PROVIDED IN THE NEXT SENTENCE. IF THE ARBITRATOR FINDS THAT EITHER THE SUBSTANCE OF THE CLAIM RAISED BY SELLER OR GUARANTOR OR THE RELIEF SOUGHT BY SELLER OR GUARANTOR IS IMPROPER OR NOT WARRANTED, AS MEASURED BY THE STANDARDS SET FORTH IN FEDERAL RULE OF PROCEDURE 11(B), THEN BUYER WILL PAY ARBITRATION FEES ONLY IF REQUIRED BY THE AAA OR FORUM RULES. THE ARBITRATOR MAY AWARD ATTORNEY FEES AND OTHER COSTS IN ACCORDANCE WITH THIS AGREEMENT AND APPLICABLE LAW. SELLER AND GUARANTOR AGREE THAT, BY ENTERING INTO THIS AGREEMENT, THEY ARE WAIVING THE RIGHT TO TRIAL BY JURY. BUYER, SELLER OR ANY GUARANTOR MAY BRING CLAIMS AGAINST ANY OTHER PARTY ONLY IN THEIR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. FURTHER, BUYER, SELLER AND ANY GUARANTOR AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS FOR MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND THAT IF THIS SPECIFIC PROVISION DEALING WITH THE PROHIBITION ON CONSOLIDATED, CLASS ORAGGREGATED CLAIMS IS FOUND UNENFORCEABLE, THEN THE ENTIRETY OF THIS ARBITRATION CLAUSE SHALL BE NULL AND VOID. THIS AGREEMENT TO ARBITRATE IS GOVERNED BY THE FEDERAL ARBITRATION ACT AND NOT BY ANY STATE LAW REGULATING THE ARBITRATION OF DISPUTES. THIS AGREEMENT IS FINAL AND BINDING EXCEPT TO THE EXTENT THAT AN APPEAL MAY BE MADE UNDER THE FAA. ANY ARBITRATION DECISION RENDERED PURSUANT TO THIS ARBITRATION AGREEMENT MAY BE ENFORCED IN ANY COURT WITH JURISDICTION. THE TERMS "DISPUTES" AND "CLAIMS" SHALL HAVE THE BROADEST POSSIBLE MEANING.

31. RIGHT TO OPT OUT OF ARBITRATION:

SELLER AND GUARANTOR(S) MAY OPT OUT OF THE ARBITRATION PROVISION ABOVE. TO OPT OUT OF THE ARBITRATION CLAUSE, SELLER AND EACH GUARANTOR MUST SEND BUYER A NOTICE THAT THE SELLER AND EACH GUARANTOR DOES NOT WANT THE CLAUSE TO APPLY TO THIS AGREEMENT. FOR ANY OPT OUT TO BE EFFECTIVE, SELLER AND EACH GUARANTOR MUST SEND AN OPT OUT NOTICE TO THE FOLLOWING ADDRESS BY REGISTERED MAIL, WITHIN 14 DAYS AFTER THE DATE OF THIS AGREEMENT: BREEZE FUNDING, 17 state street New York NY 10004, ATTENTION: ARBITRATION OPT-OUT.

ACKNOWLEDGED BY:

GUARANTOR #1

Name: WILLIS CHANGCHOON LEE **Signature:**

GUARANTOR #2

Name: _____ **Signature:** _____

Breeze Funding

APPENDIX A - LIST OF FEES AND CHARGES

The Agreement provides that Seller shall be liable for the following amounts, in addition to the Purchased Amount of Future Receipts:

A. Origination Fee as set forth on Page 1 of the Agreement.

B. All costs Buyer incurs because Seller fails to notify Buyer in a timely manner that the Initial Periodic Amount if any subsequent Periodic Amount will not be available in the Account.

C. All costs incurred by Buyer associated with the filing, amendment or termination of any UCC filings.

D. If Seller breaches the Agreement, all costs of collections, including attorney fees and all costs related to the enforcement of any other remedies available to Buyer.

E. In addition to the remedies that are afforded to Buyer as set forth in Section 15 of the Agreement, upon the occurrence of an event of default, Buyer shall be entitled to a Default Fee in the lesser of $5,000 or 20% of the remaining balance of the Purchased Amount of Future Receipts, whichever is greater.

F. NSF Fee (Standard) $50.00 (each)

AGREED AND ACKNOWLEDGED BY:

GUARANTOR #1

Name: WILLIS CHANGCHOON LEE

Signature:

GUARANTOR #2

Name:

Signature:

Docusign Envelope ID: FB5B6E03-3012-4E56-8716-8B219B92320A

Breeze Funding

AUTHORIZATION AGREEMENT FOR AUTOMATED CLEARING HOUSE TRANSACTIONS

By signing below, EMMAUS MEDICAL INC ("Seller") hereby authorizes Breeze Funding, address at 17 state street New York NY 10004 ("Buyer") to present automated clearing house (ACH) debits to the following checking account in the amount of fees and other payments due to Buyer from Seller under the terms of that Purchase and Sale of Future Receipts Agreement (the "Agreement") entered into between Seller and Buyer, as it may be amended, supplemented or replaced from time to time. Seller also authorizes Buyer to initiate additional entries (debits and credits) to correct any erroneous transfers. In addition, if Seller breaches the Agreement, Seller authorizes Buyer to debit any and all accounts controlled by Seller or controlled by any entity with the same Federal Tax Identification Number as Seller up to the total amount, including but not limited to, all fees and charges, due to Buyer from Seller under the terms of the Agreement.

Seller agrees to be bound by the Rules and Operating Guidelines of NACHA and represents and warrants that the designated account is established and used primarily for commercial/business purposes, and not for consumer, family or household purposes. Seller authorizes Buyer to contact Seller's financial institution to obtain available funds information and/or to verify any information Seller has provided about the designated checking account and to correct any missing, erroneous or out-of-date information. Seller understands and agrees that any revocation or attempted revocation of this Authorization will constitute a breach of the Agreement for the Sale of Future Receipts. In the event that Seller closes the designated checking account, or the designated checking account has insufficient funds for any ACH transaction under this Authorization, Seller authorizes Buyer to contact Seller's financial institution and obtain information (including account number, routing number and available balance) concerning any other deposit account(s) maintained by Seller with Seller's financial institution, and to initiate ACH transactions under this Authorization to such additional account(s). To the extent necessary, Seller grants Buyer a limited Power of Attorney to take action in Seller's name to facilitate this authorization.

TRANSFER FUNDS TO/FROM:

Name of Bank:		ABA Transit/Routing #:		Checking Account #:	
Name of Bank:	US BANK	ABA Transit/Routing #:	122235821	Checking Account #:	
Name of Bank:		ABA Transit/Routing #:		Checking Account #:	
Name of Bank:		ABA Transit/Routing #:		Checking Account #:	
Name of Bank:		ABA Transit/Routing #:		Checking Account #:	
Name of Bank:		ABA Transit/Routing #:		Checking Account #:	
Name of Bank:		ABA Transit/Routing #:		Checking Account #:	
Name of Bank:		ABA Transit/Routing #:		Checking Account #:	
Name of Bank:		ABA Transit/Routing #:		Checking Account #:	
Name of Bank:		ABA Transit/Routing #:		Checking Account #:	
Name of Bank:		ABA Transit/Routing #:		Checking Account #:	
Name of Bank:		ABA Transit/Routing #:		Checking Account #:	
Name of Bank:		ABA Transit/Routing #:		Checking Account #:	
Name of Bank:		ABA Transit/Routing #:		Checking Account #:	
Name of Bank:		ABA Transit/Routing #:		Checking Account #:	
Name of Bank:		ABA Transit/Routing #:		Checking Account #:	

This authorization is to remain in full force and effect until Buyer has received all amounts due or that may become due to Buyer under the Agreement.

Breeze Funding

SELLER INFORMATION:

Signature of Guarantor #1: _____

Signature of Guarantor #2: _____

Seller's Name: EMMAUS MEDICAL INC

Date: 12/09/2025

Title: CEO

Seller's Tax ID: 06-1708146

Print Name: WILLIS CHANGCHOON LEE

Docusign Envelope ID: FB5B6E03-3012-4E56-8716-8B219B92320A

Breeze Funding

PERFORMANCE GUARANTY - ADDITIONAL GUARANTORS

This PERFORMANCE GUARANTY (this "Guaranty") is being executed and delivered by each undersigned ("Guarantor") in favor of Breeze Funding, and its subsidiaries, affiliates, agents, and assigns (collectively, "Buyer"), in connection with that certain Sale of Future Receipts Agreement (the "Agreement"), dated effective as of by 12/09/2025 between Buyer and EMMAUS MEDICAL INC ("Seller"), a business entity that desires to sell certain of its Future Receipts to Buyer pursuant to the Agreement. Capitalized terms used herein have the meanings provided in the Agreement. Each Guarantor is a shareholder, member, partner or other principal owner of Seller or is an affiliate of Seller that is owned and controlled by a shareholder, member, partner or other principal owner of Seller. Each Guarantor executes and delivers this Guaranty to induce Buyer to enter into the Agreement and purchase Seller's Future Receipts. Accordingly, each Guarantor acknowledges and agrees that Guarantor will receive substantial benefits from providing this Guaranty.

Personal Guaranty of Performance. Each Guarantor agrees to irrevocably, absolutely and unconditionally guarantee to Buyer prompt and complete performance of the following obligations of Seller (the "Guaranteed Obligations"):

a. Seller's obligation to not (i) change the Account, (ii) add an additional Account, (iii) revoke Buyer's authorization to debit the Account, (iv) close the Account without the express written consent of Buyer or (v) take any other action with the intent to interfere with Buyer's right to collect the purchased Future Receipts;

b. Seller's obligation to not conduct Seller's businesses under any name other than as disclosed to Buyer;

c. Seller's obligation to not change any of its places of business without prior written consent by Buyer;

d. Seller's obligation to not voluntarily sell, dispose, transfer or otherwise convey its business or substantially all business assets without (i) the express prior written consent of Buyer, and (ii) the written agreement of any purchaser or transferee assuming all of Seller's obligations under this Agreement pursuant to documentation satisfactory to Buyer;

e. Seller's obligation to not enter into any merchant cash advance or any loan agreement that relates to or encumbers its Future Receipts with any party other than Buyer for the duration of this Agreement without Buyer's prior written consent; and

f. Seller's obligation to provide truthful, accurate, and complete information as required by this Agreement.

2. Guarantor Waivers:

Buyer does not have to notify any Guarantor of any of the following events and Guarantor will not be released from its obligations under the Agreement and this Personal Guaranty of Performance if it is not notified of: (i) Seller's failure to timely perform any obligation under the Agreement, (ii) any adverse change in Seller 's financial condition or business, (iii) Buyer's acceptance of the Agreement, and (iv) any renewal, extension or other modification of the Agreement or Seller 's other obligations to Buyer. In addition, Buyer may take any of the following actions without releasing any Guarantor from any of its obligations under the Agreement and this Performance Guaranty: (i) renew, extend or otherwise modify the Agreement or Seller's other obligations to Buyer, and (ii) release Seller from its obligations to Buyer. Guarantor shall not seek reimbursement from Seller or any other guarantor for any amounts paid by it under the Agreement or this Performance Guaranty. Each Guarantor permanently waives and shall not seek to exercise any of the following rights that it may have against Seller, or any other guarantor, for any amounts paid by it, or acts performed by it, under the Agreement or this Performance Guaranty: (i) subrogation, (ii) reimbursement, (iii) performance, (iv) indemnification, or (v) contribution.

3. Guarantor Acknowledgement:

Each Guarantor acknowledges that they understand the seriousness of the provisions of the Agreement, including the Jury Waiver, Class Action Waiver and Arbitration sections which apply to each Guarantor, and has had a full opportunity to consult with counsel their choice, and have consulted with counsel or have decided not to avail themselves of that opportunity.

Breeze Funding

For Individual Guarantors:

[Name]: WILLIS CHANGCHOON LEE **Signature:** _____

[Name]: _____ **Signature:** _____

For Business Entity Guarantors:

Guarantor #l's Legal Name: EMMAUS LIFE SCIENCES, INC.

D/B/A: EMMAUS LIFE SCIENCES

Fed ID #: 87-0419387 **Type of Entity:** CORPORATION

Business Address: _____ **City:** _____ **State:** CA **Zip:** _____

Contact Address: 21250 HAWTHORNE BLVD STE 800 **City:** TORRANCE **State:** CA **Zip:** 90503

Agreed to by **Name and Title:** WILLIS CHANGCHOON LEE AUTHORIZED REPRESENTATIVE **Signature:** _____

Agreed to by **Name and Title:** _____ **Signature:** _____

Guarantor#2's Legal Name: EMI HOLDING, INC.

D/B/A: EMI HOLDING

Fed ID #: 41-2254389 **Type of Entity:** CORPORATION

Business Address: _____ **City:** _____ **State:** CA **Zip:** _____

Contact Address: 21250 HAWTHORNE BLVD STE 800 **City:** TORRANCE **State:** CA **Zip:** 90503

Agreed to by **Name and Title:** WILLIS CHANGCHOON LEE AUTHORIZED REPRESENTATIVE **Signature:** _____

Agreed to by **Name and Title:** _____ **Signature:** _____

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Breeze Funding

Guarantor#3's Legal Name: NEWFIELD NUTRITION CORPORATION

D/B/A: NEWFIELD NUTRITION

Fed ID #: 20-4858464 **Type of Entity:** CORPORATION

Business Address: _____ **City:** _____ **State:** CA **Zip:** _____

Contact Address: 21250 HAWTHORNE BLVD STE 800 **City:** TORRANCE **State:** CA **Zip:** 90503

Agreed to by **Name and Title:** WILLIS CHANGCHOON LEE AUTHORIZED REPRESENTATIVE **Signature:**

Agreed to by **Name and Title:** _____ **Signature:** _____

Guarantor#4's Legal Name: EMMAUS MEDICAL JAPAN, INC

D/B/A: EMMAUS MEDICAL JAPAN

Fed ID #: 06-1708146 **Type of Entity:** CORPORATION

Business Address: _____ **City:** _____ **State:** CA **Zip:** _____

Contact Address: 21250 HAWTHORNE BLVD STE 800 **City:** TORRANCE **State:** CA **Zip:** 90503

Agreed to by **Name and Title:** WILLIS CHANGCHOON LEE AUTHORIZED REPRESENTATIVE **Signature:**

Agreed to by **Name and Title:** _____ **Signature:** _____

Guarantor#S's Legal Name: EJ HOLDINGS, INC

D/B/A: EJ HOLDINGS

Fed ID #: 87-0419387 **Type of Entity:** CORPORATION

Business Address: _____ **City:** _____ **State:** CA **Zip:** _____

Contact Address: 21250 HAWTHORNE BLVD STE 800 **City:** TORRANCE **State:** CA **Zip:** 90503

Agreed to by **Name and Title:** WILLIS CHANGCHOON LEE AUTHORIZED REPRESENTATIVE **Signature:**

Agreed to by **Name and Title:** _____ **Signature:** _____

Docusign Envelope ID: FB5B6E03-3012-4E56-8716-8B219B92320A

Breeze Funding

Guarantor#6's Legal Name: EMMAUS MEDICAL EUROPE LIMITED

D/B/A: EMMAUS MEDICAL EUROPE

Fed ID #: 06-1708146 **Type of Entity:** LIMITED

Business Address: **City:** **State:** CA **Zip:**

Contact Address: 21250 HAWTHORNE BLVD STE 800 **City:** TORRANCE **State:** CA **Zip:** 90503

Agreed to by **Name and Title:** WILLIS CHANGCHOON LEE AUTHORIZED REPRESENTATIVE **Signature:**

Agreed to by **Name and Title:** **Signature:**

Guarantor#7's Legal Name: EMMAUS LIFE SCIENCES KOREA CO. LTD

D/B/A: EMMAUS LIFE SCIENCES KOREA CO.

Fed ID #: 06-1708146 **Type of Entity:** LIMITED

Business Address: **City:** **State:** CA **Zip:**

Contact Address: **City:** TORRANCE **State:** CA **Zip:** 90503

Agreed to by **Name and Title:** WILLIS CHANGCHOON LEE AUTHORIZED REPRESENTATIVE **Signature:**

Agreed to by **Name and Title:** **Signature:**

Guarantor#8's Legal Name: EMMAUS MEDICAL EUROPE LIMITED (IRELAND)

D/B/A: EMMAUS MEDICAL EUROPE LIMITED (IRELAND)

Fed ID #: 06-1708146 **Type of Entity:** LIMITED

Business Address: **City:** **State:** CA **Zip:**

Contact Address: 21250 HAWTHORNE BLVD STE 800 **City:** TORRANCE **State:** CA **Zip:** 90503

Agreed to by **Name and Title:** WILLIS CHANGCHOON LEE AUTHORIZED REPRESENTATIVE **Signature:**

Agreed to by **Name and Title:** **Signature:**

Exhibit 10.55

PLEASE NOTE: CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED.

LICENSE AND EXCLUSIVE DISTRIBUTION AGREEMENT

This License and Exclusive Distribution Agreement (this "Agreement") is entered into as of December 24,2025 (the "Execution Date"), by and between Emmaus Life Sciences, Inc. ("Emmaus"), a Delaware corporation having its principal place of business at 21250 Hawthorne Boulevard, Suite 800, Torrance, CA 90503, and NeoImmuneTech, Inc. ("NIT"), a Delaware corporation having its principal place of business at 2400 Research Blvd., Suite 250, Rockville, MD 20850, USA. Emmaus and NIT may be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, Emmaus is the holder of the FDA-approved New Drug Application (the "NDA") (NDA No. 208587) for the drug known as Endari® (prescription grade L-glutamine oral powder) and owns or Controls related regulatory documentation and intellectual property;

WHEREAS, NIT desires to obtain from Emmaus, and Emmaus is willing to grant to NIT, certain licenses and rights to the Products (as defined below) in the United States (including the District of Columbia. the Commonwealth of Puerto Rico, and all U.S. territories and possessions) and Canada (the "Territory") for the Field (as defined below), subject to the terms of this Agreement; and

WHEREAS, Emmaus will remain the holder of the NDA and marketer of an authorized generic thereunder and serve as the exclusive supplier of the Products to NIT for the Territory as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Grant of Rights

1.1. Upon the Effective Date (as defined below), Emmaus shall and hereby does grant, on behalf of itself and its Affiliates (as defined below), to NIT: (a) an exclusive, royalty-bearing, transferable license, with the right to grant, subject to Section 1.7 below, sublicenses (through multiple tiers), under all of Emmaus's and its Affiliates' rights during the Distribution Term (as defined below) to develop, use, import, market, promote, offer for sale, sell, have sold, distribute, commercialize, and otherwise exploit Endari® and any authorized generics/generic equivalents thereof (collectively, the "Products") within the Territory for sickle cell disease (the "Field"), including with respect to all Improvements (as defined

below); and (b) a non-exclusive, royalty-bearing, transferable license, with the right to grant, subject to Section 1.7 below, sublicenses (through multiple tier[s]), under all such rights during the Distribution Term to manufacture and have manufactured the Products for commercialization in the Field in the Territory, which license shall be exercised by NIT solely in the event and to the extent that NIT is expressly permitted to manufacture Products hereunder or under the Supply Agreement (as defined below) due to Emmaus's failure to supply Product pursuant to the terms of the Supply Agreement. Upon the Effective Date, NIT shall be granted and is hereby further granted, in the Territory in the Field, an exclusive (subject to Section 1.3) license under all of Emmaus's and its Affiliates' rights, if any, during the Distribution Term to distribute, market, promote, and commercialize any supplements, formulations, or products incorporating L-glutamine as an active ingredient or component , regardless of dosage form or delivery method, or- any product that is substantially similar to or interchangeable with Endari® in terms of therapeutic effect or composition (collectively, the "Ancillary Products") that are owned or Controlled by Emmaus. Additionally, nothing in this Agreement shall restrict NIT's right to develop, manufacture, market, or commercialize L-glutamine-based products (other than the Products) and Emmaus shall have no claim to royalties or other compensation with respect to Ancillary Products that are not owned or Controlled by Emmaus. Emmaus shall promptly notify NIT in writing of any further authorized generics or generic equivalents of Endari® and any Ancillary Products which are owned or Controlled by Emmaus or being developed by Emmaus as of the Execution Date of this Agreement and/or which Emmaus acquires ownership of or Control over, develops, or causes to be developed during the Term. "Controlled" means, with respect to any product, information, data, or intellectual property right, that Emmaus owns, or has a license or other right to use, practice, disclose, or grant rights to NIT under such item, without violating the terms of any agreement with a third party, and such rights are not knowingly encumbered or restricted in a manner that would prevent NIT's exercise of its rights under this Agreement.

Notwithstanding the foregoing limitation to the Field, NIT shall be permitted to respond to unsolicited medical information requests from healthcare professionals regarding uses of the Products outside the Field, provided such responses are made in accordance with applicable laws, regulations, and industry standards governing non-promotional medical communications.

1.2 Product Rights ROFR. Emmaus hereby grants, during the Term, a right of first refusal to NIT to acquire any or all Product Rights (as defined below) in the event that Emmaus receives an offer from a third party to engage in a transaction that would result in the sale, transfer, assignment or other disposition of the Product Rights to any third party in the Field for any country in the Americas, excluding the Territory and Brazil (the "Product Rights ROFR"). Upon receipt of any such offer, Emmaus will promptly inform NIT of the material

terms of such offer in writing, and NIT will have 30 days from its receipt of such notice (the "Product Rights ROFR Notice") to inform Emmaus of its intent to either waive or exercise its Product Rights ROFR, subject to agreement of the Parties on the terms of such acquisition, provided that such terms shall be on terms substantially similar to those set forth in the Product Rights ROFR Notice. In the event that NIT exercises its Product Rights ROFR, the Parties agree to negotiate in good faith to close the acquisition of the Product Rights within 60 days from the date of NIT's notice to Emmaus of its intention to exercise the Product Rights ROFR. In the event NIT fails to respond within such 30-day period or indicates its desire not to acquire the Product Rights, or the Parties are unable to close such acquisition within the 60-day period, Emmaus may proceed with the proposed transaction with such third party at any time within six (6) months after NIT's failure to respond, negative response or termination of negotiations. In the event that Emmaus has not closed the acquisition by such third party within such six-month period, on substantially the same other terms and conditions as contained in the Product Rights ROFR Notice (or terms and conditions better for Emmaus, taken as a whole) Emmaus shall again provide NIT with the notice and offer set forth in this Section 1.2 prior to proceeding with the contemplated disposition of the Product Rights or another disposition of the Product Rights.

"Product Rights" means, individually or collectively, any of the following: (i) the Technology, (ii) the Licensed Mark, (iii) all intellectual property rights Controlled by Emmaus relating to the Products and Ancillary Products owned or controlled by Emmaus, and (iv) any and all rights to manufacture, have manufactured, use, import, market, promote, distribute, sell, and commercialize the Products, and Ancillary Products owned or controlled by Emmaus, it being understood that Product Rights does not include the NDA.

1.3. During the Distribution Term, Emmaus and its Affiliates shall not, (a) within the Territory in the Field, directly or indirectly, develop, market, promote, distribute, or commercialize any product—whether branded or generic—that is intended or would reasonably be expected to compete with the Products, including but not limited to Endari® (a "Competing Product"), and (b) within the Territory, directly or indirectly, develop, market, promote, distribute, or commercialize any 100% L-glutamine supplement, whether branded or generic (a "Pure L-glutamine Supplement"). Emmaus expressly agrees that it will not commercialize or license any (x) Competing Product within the Territory in the Field during the Distribution Term, and (y) Pure L-glutamine Supplement within the Territory during the Distribution Term. Notwithstanding the foregoing and notwithstanding Section 1.1, Emmaus may continue to sell its existing inventory of L-glutamine nutritional supplements to customers existing as of the Execution Date until such inventory is exhausted, provided that Emmaus shall not (i) expand marketing or distribution of such products to new customers, (ii) manufacture, order, or acquire any additional inventory of such supplements after the Execution Date, or (iii) introduce any new Pure L-glutamine Supplement in the Territory.

These restrictions apply to all forms of commercialization, whether conducted independently or through third parties. Emmaus acknowledges that these restrictions during the Distribution Term are material covenants of this Agreement. Any breach of these restrictions shall constitute a material breach, entitling NIT to terminate this Agreement immediately upon written notice. Additionally, NIT shall be entitled to seek injunctive or other equitable relief to prevent any actual or threatened breach of this provision.

1.4. Notwithstanding any provision to the contrary herein, Emmaus and its third-party licensees who hold valid commercialization rights to the Products and/or Ancillary Products outside the Territory and/or outside the Field (collectively, the "Export Licensees") shall have the right, during the Term, to manufacture, or have manufactured by third parties, the Products and Ancillary Products within the Territory solely for the purpose of sale, distribution, or commercialization outside the Territory and/or outside the Field. Such manufacture shall, during the Distribution Term, be subject to the following conditions: (a) all such Products and Ancillary Products manufactured within the Territory by or on behalf of Emmaus or any Export Licensee shall be exclusively for export and sale outside the Territory and/or the Field and shall not be sold, distributed, or otherwise commercialized within the Territory and Field by Emmaus, its Affiliates, or any Export Licensee; (b) Emmaus shall ensure, and shall cause its Export Licensees and any third-party manufacturers to ensure, that all such manufacturing activities comply with all applicable laws and regulations; and (c) Emmaus shall provide NIT with reasonable advance written notice of any such manufacturing activities to be conducted within the Territory and Field, including the identity of the Export Licensee or third-party manufacturer and the intended export markets and/or fields. For the avoidance of doubt, nothing in this Section 1.4 shall be construed to permit Emmaus, its Affiliates, or any Export Licensee to commercialize, market, or sell the Products or Ancillary Products within the Territory in the Field during the Distribution Term.

1.5. Notwithstanding anything to the contrary herein, in the event that NIT fails to generate sufficient Net Sales (as defined below) to satisfy the net sales targets for the applicable Calendar Year (as defined below) set forth on Schedule 1 attached hereto (the "Net Sales Targets") after commencement of the Distribution Term, all licenses and rights with respect to the Products and Ancillary Products, including, without limitation, rights to intellectual property, of distribution, and of commercialization, shall automatically become nonexclusive for the remainder of the Term. The Parties shall mutually agree, at least thirty days prior to the commencement of each Calendar Year of the Distribution Term on Net Sales Targets for such year. In the event that they fail to mutually agree, the prior year's Net Sales Targets shall continue to apply.

1.6 Commercialization Authority. During the Distribution Term, NIT shall retain sole decision-making authority over all commercial matters relating to the Products in the Territory in the Field, including without limitation pricing, inventory management (except to the extent of Emmaus's involvement in Product manufacturing pursuant to the Supply Agreement), returns, rebates, customer service, marketing strategy, and distribution channel selection. Emmaus shall not interfere with or attempt to direct NIT's commercial decisions, except to the extent actually necessary to preserve the NDA as required by FDA or as otherwise required by applicable law.

1.7 Sublicensing Requirements. NIT shall ensure that each of its sublicensees is bound by a written agreement that is consistent with, and subject to the terms and conditions of, this Agreement. In addition, NIT shall be responsible for the performance of any of its sublicensees that are exercising rights under a sublicense of the rights granted by Emmaus to NIT under this Agreement, and the grant of any such sublicense shall not relieve NIT of its obligations under this Agreement. NIT shall furnish Emmaus with a fully executed copy of any sublicense within 30 days after its execution.

2. Technology Transfer

2.1. Emmaus shall transfer and make available and shall cause its Affiliates to transfer or make available to NIT the Technology (as defined below) necessary for NIT to perform the Permitted Purposes (as defined below) at Emmaus's expense. The initial transfer shall be completed within ninety (90) days after the Effective Date. During the Term, Emmaus shall provide any updated Technology to NIT and available within ten (10) calendar days upon NIT's reasonable request. "Technology" means any and all information and data pertinent to the Product and/or Ancillary Products owned or controlled by Emmaus, including, without limitation, all information, data, reports, documents, records, specifications, standard operating procedures, analytical methods, validation and qualification reports, test methods, formulations, bills of materials, raw material and component specifications, quality and regulatory documentation, manufacturing and supply documentation, batch records, CMC files and sections, drawings, software, and tools, and all know-how, trade secrets, processes, techniques, and other technical information, labeling and packaging, quality, testing, storage, handling, and distribution, commercial, supply chain, and distribution activities, including contact lists for key customers, distributors, and specialty pharmacies, and marketing materials and any supportive data, whether embodied in written, electronic, or tangible form, that are owned or Controlled by Emmaus with respect to the Product and/or Ancillary Products. Technology transfer will occur through delivery of documents and records, reasonable technical assistance, Q&A sessions, and agreed trainings, as reasonably necessary for the Permitted Purposes.

2.2. NIT may use the Technology solely to: (a) perform distributor compliance activities and exercise distributor rights, including remediation of supply disruptions, as set forth herein; (b) research, design, develop, test, validate, and document Improvements (as defined herein), including generating and using data, reports, results, protocols, specifications, and know-how related thereto; and (c) perform any and all other obligations of NIT and exercise any and all other rights of NIT expressly set forth in this Agreement, in each case with respect to the Products and/or Ancillary Products and within the Territory in the Field (or, with respect to Ancillary Products, without limitation as to the field of use) during the Distribution Term (the "Permitted Purposes").

2.3. Nothing in this Agreement authorizes NIT to act as, or represent itself as, the NDA holder, or to deal with regulators on Emmaus's behalf except as expressly permitted by this Agreement and applicable law.

3. Intellectual Property; Improvements: Ownership, Prosecution and Enforcement

3.1. Emmaus shall have the sole right, but not the obligation, to prepare, file, prosecute, and maintain any and all patent applications and patents covering the Products and Ancillary Products in the Territory, in its own name at NIT's sole cost and expense, and Improvements in the Territory, in its own name. With respect to Improvements, the allocation of costs and expenses associated with such patent prosecution and maintenance shall be determined by the JSC (as defined below), taking into account factors including (i) which Party conceived the applicable Improvement, (ii) the commercial relevance of the patent to each Party's territory and field, and (iii) any other factors the Parties deem relevant. In the absence of a JSC determination, each Party shall bear the costs associated with Improvements it solely conceived, and the costs associated with jointly conceived Improvements shall be shared equally. NIT shall provide Emmaus with all reasonable assistance and execute such documents as may be necessary or desirable to effectuate the foregoing. Emmaus shall, during the Distribution Term, keep NIT reasonably informed of material developments regarding the prosecution and maintenance of such patents and, to the extent reasonably practicable, shall consider in good faith any timely comments or suggestions provided by NIT in connection therewith. For purposes of this Agreement, "Improvements" means any and all inventions, discoveries, developments, enhancements, modifications, derivatives, updates, processes, methods, formulations, presentations, data, results, and know-how conceived, discovered, developed, or reduced to practice by or on behalf of either Party, in each case to the extent made in connection with, or that relate to, the Products and/or Ancillary Products in the Field, whether or not patentable, and including all intellectual property rights therein. Emmaus shall retain ownership of all Improvements and underlying intellectual property rights therein. During the Distribution Term, NIT shall hold an exclusive license to use all Improvements within the Territory and Field. Notwithstanding the

generality of the foregoing, any Improvements conceived, discovered, developed, or reduced to practice solely by NIT or its Affiliates ("NIT Improvements") shall be owned by NIT. NIT hereby grants to Emmaus a non-exclusive, royalty-free license to use such NIT Improvements outside the Territory during the Term. For clarity, joint Improvements shall be jointly owned, with each Party having the right to exploit such joint Improvements in its respective territory without accounting to the other Party, provided that the Parties shall mutually agree on management of patent rights in any joint Improvements.

3.2 As between the Parties, subject to Section 1.1, NIT shall have, during the Distribution Term, the exclusive right to exploit the Improvements within the Territory in the Field as it relates to the Products, and Ancillary Products. NIT's exploitation of Improvements that requires submissions by the NDA holder shall be coordinated with Emmaus, and Emmaus shall reasonably cooperate, at NIT's expense, to prepare, submit, and maintain any required regulatory filings, reports, safety submissions, labeling or CMC updates, to the extent necessary to permit NIT's lawful exploitation of such Improvements in the Territory during the Distribution Term. Emmaus acknowledges that certain third-party patent rights may cover manufacture of the Products. At NIT's request, Emmaus shall reasonably cooperate and, where reasonably necessary, assist NIT in identifying, approaching, and negotiating with such third parties to secure rights sufficient for NIT and its designees to make and have made the Products embodying Improvements in the Territory during the Distribution Term; provided that any license fees or royalties payable to such third parties shall be borne by NIT. For clarity and without limiting the foregoing, NIT may practice the Improvements as necessary to conduct regulatory compliance activities for the Products and/or Ancillary Products in the Territory during the Distribution Term, including in connection with distributor registrations, labeling, packaging, pharmacovigilance, and other required filings, reports, and notifications, in each case in accordance with applicable law and, as applicable, coordinated with Emmaus in its capacity as the NDA holder and marketer of an authorized generic thereunder and pursuant to the Pharmacovigilance Agreement and Quality Agreement between the Parties.

3.3 As between the Parties, Emmaus shall have the sole and exclusive ownership of, and the exclusive right to exploit in any manner, the Products, Ancillary Products and Improvements outside the Territory and/or the Field, together with all resulting data and knowhow, whether or not patentable, without any obligation to account to NIT for such exploitation outside the Territory and/or the Field. Emmaus shall have the exclusive right, but not the obligation, to file, prosecute, maintain, defend, and enforce patent applications and patents covering the Products, Ancillary Products and such Improvements outside the Territory, at its sole discretion and expense. For the avoidance of doubt, nothing in this Section 3.3 shall limit NIT's rights with respect to Ancillary Products as set forth in Sections 1.1.

3.4. Each Party shall promptly disclose in writing to the other all Improvements and provide reasonably detailed invention disclosures, data, and supporting documentation sufficient for evaluation and, as applicable, patent filing and freedom-to-operate analyses in the Territory or outside the Territory, as the case may be.

3.5. During the Distribution Term, NIT shall have the first right, but not the obligation, to enforce any patent rights licensed to it hereunder covering the Products, Ancillary Products, or Improvements in the Field within the Territory, at its sole cost and expense. In the event that NIT elects to exercise such enforcement right, NIT shall be responsible for all costs and expenses incurred by Emmaus in connection with such enforcement, including but not limited to reasonable attorneys' fees and other out-of-pocket expenses. NIT shall keep Emmaus reasonably informed of the status and progress of any such enforcement action and shall consider in good faith any comments or input provided by Emmaus. Any recovery obtained as a result of such enforcement action, whether by way of settlement, license, damages award, or otherwise, shall first be applied to reimburse each Party for its respective out-of-pocket costs and expenses incurred in connection with such enforcement; thereafter, any remaining proceeds shall be allocated seventy percent (70%) to NIT and thirty percent (30%) to Emmaus.

4. License for Compliance

4.1. Subject to the terms of this Agreement, upon the Effective Date Emmaus shall and hereby does grant during the Distribution Term to NIT a limited, non-transferable, irrevocable (during the Distribution Term) license solely to use Emmaus's regulatory authorizations and related rights, including but not limited to its rights as NDA holder under the Federal Food, Drug, and Cosmetic Act and associated regulations of the U.S. Food and Drug Administration and its successor agencies ("FDA"), labeling and packaging rights, and marketing approvals, to the extent necessary for NIT to:

(a) Register with applicable regulatory authorities, including but not limited to state and federal agencies, as the exclusive distributor of the Products and those Ancillary Products owned or controlled by Emmaus, as applicable, within the Field within the Territory;

(b) Comply with all applicable laws, regulations, and industry standards governing the distribution, marketing, sale, storage, labeling, packaging, transport, and pharmacovigilance of the Products, including making all required regulatory filings, reports, registrations, and notifications necessary to obtain, demonstrate, or maintain legal authority or compliance within the Field within the Territory; and

(c) Provide documentation or communications to regulatory authorities or third parties as necessary to evidence NIT's rights and responsibilities under this Agreement.

All other regulatory approvals and related rights not expressly granted herein remain with Emmaus, and NIT shall not sublicense, assign, or otherwise transfer these limited compliance rights without Emmaus's prior written consent, except that NIT may grant such rights to its Affiliates and approved sub-distributors solely as necessary to perform activities on NIT's behalf in the Territory, provided that NIT remains responsible for their compliance hereunder.

4.2. NIT may, during the Distribution Term or, with Emmaus' prior written approval, prior to the Distribution Term, make distributor registrations, state licensing, reports, and notifications as required to evidence its role as exclusive distributor in the Territory, provided such actions are consistent with Emmaus's status as NDA holder and marketer of an authorized generic thereunder and applicable law. For clarity, Emmaus, as NDA holder and marketer of an authorized generic thereunder, retains ultimate control over interactions with FDA relating to the NDA and such generic, including post approval changes, supplements, annual reports, and safety reporting, in accordance with applicable law. Emmaus further retains all regulatory responsibilities and obligations under applicable law arising from its status as NDA holder and marketer of an authorized generic thereunder and, as applicable, NDC owner and labeler of record for the Products. Emmaus shall not be required to assign or delegate any such non-transferable regulatory obligations, and NIT acknowledges it shall not assume or perform any such responsibilities. Each Party shall be responsible for, and shall bear, its own fees and out-of-pocket costs associated with the regulatory filings, reports, licenses, and notifications that are allocated to such Party under this Agreement, except as the Parties may otherwise agree in writing. NIT shall timely provide data and support reasonably requested by Emmaus for such regulatory obligations, and Emmaus shall reasonably cooperate with NIT with respect to distributor registrations and licenses to the extent coordination with the NDA holder is required.

5. Regulatory Cooperation

5.1. General Cooperation

Emmaus agrees to cooperate in good faith with NIT, providing all necessary data, documents, authorizations, and information in a timely manner to enable NIT to perform its rights and obligations under this Agreement, including all regulatory, marketing, distribution, and pharmacovigilance activities related to the Products, and those Ancillary Products owned or controlled by Emmaus, within the Field in the Territory.

5.2. NDC Number and Labeler Code Registration

5.2.1. Emmaus shall cooperate, from and after the Execution Date, to facilitate the FDA's assignment of a new labeler code and National Drug Code ("NDC") number identifying NIT,

as of the Effective Date, as the exclusive distributor of the Products within the Field in the Territory. Emmaus shall submit the labeler code request as soon as practicable following the Effective Date and use Commercially Reasonable Efforts (as defined below) to secure assignment and confirmation by the Effective Date. Following assignment, Emmaus shall promptly submit or update the drug listing information with the FDA reflecting NIT as the labeler and distributor of the Products within the Field in the Territory, consistent with FDA requirements to maintain regulatory compliance.

5.2.2. During that portion of the Distribution Term commencing on the Effective Date and continuing until Emmaus's completion of submission and confirmation of the drug listing update reflecting NIT's rights (the "Transition Period"), NIT may distribute, market, and commercialize the Products within the Field in the Territory using Emmaus's existing NDA number and labeler code, provided all applicable regulatory requirements and state registrations are satisfied, and to the extent otherwise permitted by law. During the Transition Period, Emmaus shall promptly provide NIT with a written authorization letter or equivalent documentation, if applicable, enabling NIT to obtain all necessary state registrations and legal authorizations required to distribute, market, and sell the Products in the Territory in the Field.

5.2.3. The failure of Emmaus to use Commercially Reasonable Efforts to complete the labeler code assignment and drug listing update within sixty (60) calendar days following the Effective Date shall constitute a material breach, subject to the cure provisions of Section 17.2.

5.3 Authorized Distributor of Record (ADR) Designation

5.3.1. Within thirty (30) calendar days following the Effective Date, Emmaus shall use Commercially Reasonable Efforts to designate NIT as the sole Authorized Distributor of Record ("ADR") for the Products within the Field in the Territory under this Agreement. Emmaus shall update its list of ADRs accordingly and submit all updates and notices required under 21 CFR §203.50(d) to ensure FDA records and internal documentation reflect NIT's exclusive ADR status within the Field in the Territory during the Distribution Term.

5.3.2. Upon such designation of NIT as ADR within the Field in the Territory, Emmaus shall use Commercially Reasonable Efforts to terminate any direct supply to previous ADRs for the Products within the Field in the Territory. To the extent termination of direct supply has not occurred after such designation, Emmaus shall use Commercially Reasonable Efforts not to further supply previous ADRs within the Field in the Territory and shall not renew agreements with such previous ADRs and shall take commercially reasonable actions to cause such agreements not to renew. Notwithstanding the foregoing, former ADRs may continue to operate as secondary wholesalers or sub-distributors, provided they hold valid

licenses and maintain full compliance with the Drug Supply Chain Security Act (DSCSA), including verification of product identifiers.

5.3.3. During the Distribution Term, Emmaus shall not appoint any other ADR or sell the Products directly within the Field in the Territory.

5.3.4. All ADR designations and related obligations shall comply with the FDA's Prescription Drug Marketing Act and its implementing regulations, including 21 CFR §§203.3(u) and 203.50(d), which require manufacturers to maintain and update current ADR lists and make them available for inspection by FDA.

5.3.5. Failure by Emmaus to perform any of the obligations set forth in this Section shall constitute a material breach of this Agreement, subject to the cure provisions of Section 17.2.

5.4. Regulatory Responsibilities as NDA Holder

5.4.1. Upon the Effective Date, Emmaus shall and hereby does grant to NIT an irrevocable (during the Distribution Term) right of reference and access to the NDA and all related regulatory files for the Products within the Field in the Territory. Emmaus shall execute and deliver to the FDA, within five (5) business days of NIT's written request during the Distribution Term, all Letters of Authorization, attestations, and other documents reasonably necessary to permit the FDA to correspond directly with NIT (and NIT's designated contract manufacturing organizations or regulatory consultants) on matters relating to the NDA in the Territory, without limiting Emmaus's own rights to correspond with the FDA.

5.4.2. Emmaus shall maintain the NDA in good regulatory standing, including timely submission of annual reports, labeling updates, post-marketing commitments, and all other required regulatory documentation, to ensure ongoing compliance and continued market authorization for the Products within the Field. Emmaus shall notify NIT within five (5) business days of any regulatory actions, notices, or requests from the FDA that would reasonably be expected to adversely impact the NDA's status.

5.4.3. Emmaus shall promptly notify NIT of all FDA communications, inspections, Form 483 observations, recalls, or safety findings relevant to the Products within NIT's Territory and Field, and NIT shall respond timely and maintain regulatory compliance. Such notifications shall occur within three (3) business days of receipt by Emmaus.

5.5. If and when NIT elects, during the Distribution Term, to pursue marketing approval for the Product within the Field in any region within the Territory other than the United States, Emmaus shall reasonably cooperate with NIT by supplying, to the extent within its possession or Control, existing Product-related data, information, and technical materials

consistent with the type of support Emmaus provides for U.S. regulatory matters, and solely to the extent such materials are reasonably required for NIT's regulatory submissions in such region.

6. Trademark License

6.1. Subject to the terms of this Agreement, upon the Effective Date Emmaus shall and hereby does grant to NIT an exclusive (subject only to the limited exception described below), sublicensable license, to use the trademark ENDARI (the "Licensed Mark") solely for the purpose of marketing, promoting, distributing, and packaging the Products in the Field in the Territory during the Distribution Term. For clarity, NIT may permit its wholesalers, sub-distributors, 3PL providers, warehouses, specialty pharmacies, and other service providers to use the Licensed Mark as provided above solely on NIT's behalf and under NIT's control, and such use shall not constitute a sublicense. Notwithstanding anything to contrary, in the event of any bankruptcy or insolvency proceeding involving Emmaus, this license shall survive such event to the fullest extent permitted by law.

6.2. All right, title, and interest in and to the Licensed Mark shall remain exclusively with Emmaus. Any goodwill generated from NIT's use of the Licensed Mark shall inure solely to Emmaus. Nothing in this Agreement grants NIT any ownership or registration rights in the Licensed Mark.

6.3. NIT shall ensure all marketing materials, labeling, and packaging bearing the Licensed Mark conform to Emmaus's quality standards, packaging guidelines, and regulatory compliance requirements and shall submit representative samples of proposed packaging and promotional materials for Emmaus's written approval prior to commercial use and promptly implement any reasonable changes Emmaus requests. In the event NIT desires any changes to any of the foregoing that require regulatory approval by the FDA or other governmental agency, NIT shall bear the costs of obtaining any such approvals and reimburse Emmaus for costs and expenses it incurs to obtain such approvals. NIT shall not alter, abbreviate, or distort the Licensed Mark or combine it with other marks without Emmaus's prior written consent. Emmaus shall provide approval or reasonable comments within ten (10) business days of receipt.

6.4. Upon termination of this Agreement, except in the event of bankruptcy or insolvency proceedings involving Emmaus, NIT shall immediately cease all use of the Licensed Marks and destroy or return all materials bearing the Licensed Mark per Emmaus's instructions, provided that, if the Agreement terminated after the Effective Date, NIT may continue limited use of the Licensed Marks solely to effect an orderly sell-off of remaining inventory in accordance with Section 17.6.

6.5. The Parties acknowledge that NIT may desire to market, distribute, and sell the Products during the Distribution Term under private labels owned or Controlled by NIT. The Parties agree to, upon NIT's written request, negotiate in good faith and use Commercially Reasonable Efforts to enter into a separate, written agreement governing the private labeling of Products by NIT during the Distribution Term (the "Private Label Agreement"). NIT shall have the right to request the negotiation of such Private Label Agreement at any time during the Term of this Agreement, provided that in no event shall such Private Label Agreement be effective prior to the Effective Date. Emmaus agrees that it shall not unreasonably withhold, delay, or condition its consent to enter into the Private Label Agreement. Until such Private Label Agreement is executed and effective, NIT's right to market Products under private labels during the Distribution Term shall be subject to prior written approval by Emmaus, which approval shall not be unreasonably withheld, delayed, or conditioned, and compliance with the quality control and regulatory provisions of this Agreement. The Parties shall commence negotiations within fifteen (15) days of NIT's written request for negotiation of the Private Label Agreement.

7. Inventory Transfer

The Supply Agreement (as defined in Section 9.1), shall include mutually agreed upon terms regarding the transfer of existing inventory of Products to NIT on or promptly after the Effective Date, including the price to be paid by NIT per carton of Product so transferred.

8. Joint Steering Committee (JSC)

8.1. Promptly following the Execution Date, the Parties shall establish a Joint Steering Committee ("JSC") comprised of two (2) representatives appointed by each Party.

8.2. The JSC shall meet at least quarterly, or more frequently as mutually agreed, to review and discuss commercial performance, supply planning, regulatory updates, and ongoing collaboration matters related to the Products and Ancillary Products in the Territory.

8.3. The JSC shall serve as the primary forum for coordinating activities under this Agreement and facilitating open communication on key strategic, operational, and regulatory topics. The JSC shall oversee joint planning of commercial, supply chain, and regulatory activities and shall seek to resolve issues and make recommendations in these areas.

8.4. All decisions of the JSC shall be made by mutual agreement of the appointed representatives. In the event of a disagreement, the Parties shall escalate the matter to their respective senior management for resolution.

8.5. Each Party shall bear its own costs and expenses associated with its participation in the JSC.

8.6. The JSC may establish subcommittees or working groups as necessary to address specific topics, subject to mutual agreement. Minutes of all JSC meetings shall be prepared and circulated promptly to all members.

8.7. Notwithstanding anything to the contrary herein, the JSC shall serve in an advisory and coordinating capacity only and shall not have the authority to amend, modify, or waive any terms of this Agreement, nor to make any decisions that are binding on either Party except as expressly set forth herein. Any such amendments, modifications, or waivers must be duly executed in writing by authorized representatives of both Parties.

9. Supply, Quality, and Pharmacovigilance

9.1. Within thirty (30) calendar days following the Execution Date, the Parties shall negotiate in good faith definitive agreements for: (a) a Supply Agreement setting forth the terms for manufacture, supply, pricing (including Cost of Goods plus twenty percent (20%) margin), delivery, and purchase of the Products and Ancillary Products, the form of which shall, upon the mutual written agreement of the Parties but without the need for a formal amendment hereto, be attached hereto as Exhibit A (the "Supply Agreement"); (b) a Quality Agreement detailing quality assurance, control, and compliance obligations aligned with all applicable regulatory standards, including GMP, the form of which shall, upon the mutual written agreement of the Parties but without the need for a formal amendment hereto, be attached hereto as Exhibit B (the "Quality Agreement"); (c) a Pharmacovigilance Agreement specifying the respective pharmacovigilance responsibilities of the Parties relating to the Products and Ancillary Products, the form of which shall, upon the mutual written agreement of the Parties but without the need for a formal amendment hereto, be attached hereto as Exhibit C (the "Pharmacovigilance Agreement"); and (d) a Commercial Personnel Services Agreement detailing the provision by NIT of certain commercial services to Emmaus, during the period of the Term prior to the Distribution Term (the "Commercial Personnel Services Agreement", and, collectively with the Supply Agreement, the Quality Agreement, and the Pharmacovigilance Agreement, the "Ancillary Documents"). Notwithstanding anything to the contrary in this Agreement, during the Distribution Term, in the event of any conflict or inconsistency between the terms of this Agreement and the provisions of the Ancillary Documents, such provisions in the respective Ancillary Documents shall govern and control in their respective subject matters.

9.2. The Supply Agreement shall, among other customary and reasonable terms for agreements of such type mutually agreed upon by the Parties, provide that (a) Emmaus shall be the exclusive supplier of the Products to NIT throughout the Distribution Term and shall not supply, sell, or distribute the Products directly or indirectly to any third party for sale or distribution in the Field in the Territory without NIT's prior written consent; (b) NIT shall purchase the Products exclusively from Emmaus for commercial sale in the Field

in the Territory during the Term; and (c) the Parties shall negotiate in good faith any material changes in pricing, manufacturing costs, or supply conditions that impact the commercial viability of the Products in the Field in the Territory. The transfer price for the Products shall be set forth in the Supply Agreement.

9.3. The Supply Agreement shall further provide for NIT's ability to procure Product from Emmaus's contract manufacturer or, subject to regulatory approval, alternative manufacture, in the event of a failure by Emmaus to supply Product in accordance with the applicable specifications and delivery schedule under the Supply Agreement, subject to cure by Emmaus, and solely during the period of Emmaus's failure to so supply the Product.

9.4. The Supply Agreement shall further provide that (a) Emmaus shall not assign, subcontract, delegate, or otherwise transfer its supply obligations or rights under the Supply Agreement without NIT's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, and (b) customary indemnification obligations for agreement of such type by both parties, including indemnification by Emmaus, subject to customary limitations, for losses incurred by NIT arising out of third party claims due to (i) defects in the Product design, manufacturing, packaging, or labeling prior to delivery to NIT of Products thereunder; and (ii) failure by Emmaus to comply with applicable laws and regulatory requirements related to the manufacture and supply of the Products thereunder.

9.5. Recalls

The Parties acknowledge the importance of effective and coordinated action in the event of any recall, withdrawal, field correction, or market removal ("Recall") of the Products for safety, quality, or regulatory reasons. In the event of a Recall, the Parties shall cooperate fully and in good faith to jointly evaluate, manage, and execute the Recall, including communications with regulatory authorities, customers, and other stakeholders. Decisions regarding the initiation, scope, timing, and conduct of any Recall shall be made jointly by the Parties, with mutual consultation and agreement, except where immediate action is mandated by a competent regulatory authority or prescribed in the Quality Agreement. The Parties agree to allocate all direct and reasonably incurred costs and expenses arising from a Recall in proportion to the responsibility or fault of each Party, or as otherwise mutually agreed in writing, including in the Quality Agreement. Emmaus shall promptly notify NIT of any event reasonably likely to result in a Recall, and NIT shall have the right to audit and verify Recall-related activities and costs to the extent provided in the Quality Agreement. The Parties shall document their Recall procedures and responsibilities in the Quality Agreement, which shall further govern the handling of Recalls.

10. Assignment or Novation of Third-Party Agreements; Employee Transfers

10.1. Emmaus shall, prior to the Effective Date, use Commercially Reasonable Efforts to effectuate the assignment or novation of, or assist NIT to execute new, agreements with all third parties with whom Emmaus currently has an effective agreement or with whom Emmaus is currently in the process of negotiating an agreement, to the extent such agreements are relevant to the marketing, sale, distribution or commercialization of the Products or Ancillary Products in the Field in the Territory, which third parties may include but which are not limited to, Group Purchasing Organizations, Pharmacy Benefit Managers, Third-Party Logistics providers, sub-distributors, and other relevant entities necessary for NIT to assume and maintain its role as the exclusive distributor of the Products in the Field in the Territory ("Vendor Agreements"), except for any specific Vendor Agreements agreed upon by the Parties in writing. Emmaus makes no representation, warranty, covenant or guarantee that any particular result, whether that be assignment, novation, or NIT's execution of a new agreement, shall be achieved with respect to such Vendor Agreements.

10.2. For the purposes of this Agreement,

Notwithstanding any other definition herein, for purposes of this Agreement, "Commercially Reasonable Efforts" shall mean, with respect to a Party's obligations hereunder, such efforts and resources as a similarly situated company in the pharmaceutical industry would use for a product at a similar stage in its lifecycle and with similar commercial potential, taking into account efficacy, safety, competitive market conditions, proprietary position, regulatory status, and other relevant scientific, technical, and commercial factors. For clarity, the foregoing standard shall not permit a Party to avoid its obligations under this Agreement based solely on the financial burden of performance or the impact on such Party's business interests.

10.3. Both Parties shall promptly sign and deliver all necessary documentation to give effect to such assignments, novations, or agreements described in this Section 10.

10.4 Prior to the Effective Date, subject to applicable employment laws and any required consents, Emmaus shall use Commercially Reasonable Efforts to assist NIT's hiring of Emmaus's internal sales personnel engaged in the sale or promotion of the Products in the Field in the Territory (the "Sales Team"). The Parties shall cooperate in good faith to identify members of the Sales Team for potential transfer and to coordinate the timing, terms, and structure of such transfer. NIT shall have sole discretion to determine whether to offer employment to any such individuals and the terms of such employment. Emmaus represents and warrants that it shall not impede or disadvantage any Sales Team member who consents to transfer. NIT shall not be obligated to assume any liabilities or obligations related to such personnel prior to the effective date of their employment with NIT. Emmaus makes no representation, warranty, covenant or guarantee that any of its personnel, including the Sales Team, will agree to accept an offer of employment or engagement by NIT or, in the

event they accept such employment or engagement, continue to remain employed or engaged for any period of time. Emmaus shall not have any liabilities or obligations related to such personnel after the effective date of termination of their employment or engagement with Emmaus.

11. NDA Transfer

11.0 NDA ROFR.. Emmaus hereby grants, during the Term, a right of first refusal to NIT to acquire any or all of Emmaus' Rights to the NDA for the Product for use in the Territory (the "NDA Rights") in the event that Emmaus receives an offer from a third party to engage in a transaction that would result in the sale, transfer, assignment or other disposition of the NDA for the Product for use in the Territory (the "NDA Rights ROFR"). Upon receipt of any such offer, Emmaus will promptly inform NIT of the material terms of such offer in writing, and NIT will have 30 days from its receipt of such notice (the "NDA Rights ROFR Notice") to inform Emmaus of its intent to either waive or exercise its NDA Rights ROFR, subject to agreement of the Parties on the terms of such acquisition, provided that such terms shall be on terms substantially similar to those set forth in the NDA Rights ROFR Notice. In the event that NIT exercises its NDA Rights ROFR, the Parties agree to negotiate in good faith to close the acquisition of the NDA Rights within 60 days from the date of NIT's notice to Emmaus of its intention to exercise the NDA Rights ROFR. In the event NIT fails to respond within such 30-day period or indicates its desire not to acquire the NDA Rights, or the Parties are unable to close such acquisition within the 60-day period, Emmaus may proceed with the proposed transaction with such third party at any time within six (6) months after NIT's failure to respond, negative response or termination of negotiations. In the event that Emmaus has not closed the acquisition by such third party within such six-month period, on substantially the same other terms and conditions as contained in the NDA Rights ROFR Notice (or terms and conditions better for Emmaus, taken as a whole) Emmaus shall again provide NIT with the notice and offer set forth in this Section 11.0 prior to proceeding with the contemplated disposition of the NDA Rights or another disposition of the NDA Rights.

For the avoidance of doubt, this Section 11.0 shall not apply to any Change of Control of Emmaus (as defined in Section 11.3) or any transaction in which the NDA is transferred as part of a sale of all or substantially all of Emmaus's assets or equity interests; provided that in any such transaction, the acquirer shall assume Emmaus's obligations under this Agreement.

11.1. Upon the occurrence of a Trigger Event (as defined below) after the Effective Date and prior to completion of an NDA transfer under Section 11.2 or Section 11.3, NIT shall have the right to temporarily assume or direct performance of day to day NDA maintenance activities for the Territory, directly or through a qualified CMO or regulatory consultant engaged by NIT, to the extent permitted under applicable law and necessary to ensure

continuous regulatory compliance and uninterrupted market authorization for the Products in the Field in the Territory. Emmaus shall reasonably cooperate (at its cost if the Trigger Event is caused by Emmaus; otherwise at NIT's cost) to facilitate such step-in, including providing current NDA modules, CMC files, labeling, safety reports, stability data, and correspondence history reasonably required for continuity. For clarity, any step-in under this Section is temporary and does not and shall not, transfer legal ownership of the NDA.

11.2. If, after the Effective Date: (a) Emmaus is a debtor in a bankruptcy or insolvency proceeding and the estate elects to assume and assign this Agreement (or a successor agreement governing NDA rights) in accordance with applicable bankruptcy law, Emmaus (or its trustee/debtor in possession) shall use Commercially Reasonable Efforts to assign the NDA to NIT to the extent permitted by law and subject to FDA acceptance; or (b)(i) Emmaus is unable or unwilling to maintain the NDA in regulatory good standing for the Territory (including failure to submit required reports or to sustain a qualified manufacturing site) and such failure remains uncured for thirty (30) days after written notice (or such shorter period as required by FDA) or (ii) Emmaus documents abandonment of NDA maintenance for the Territory (e.g., written notice of discontinuation or cessation of required filings);then Emmaus shall execute all documents reasonably necessary to effect transfer of the NDA to NIT, subject in all cases to FDA acceptance. Any assignment hereunder shall be contingent upon and effective only upon FDA's approval and/or acknowledgment of the transfer. Each of the events in (a – b) are referred to as a "Trigger Event."

11.3. In the event Emmaus undergoes a Change of Control, Emmaus shall use Commercially Reasonable Efforts to cause the successor to assume Emmaus's obligations under this Agreement. The Parties acknowledge that a Change of Control does not, by itself, effectuate NDA assignment; however, upon NIT's written request within ninety (90) days after such Change of Control, the Parties shall in good faith discuss transfer of the NDA to NIT. Any assignment shall be subject to FDA acceptance. This covenant is aimed at ensuring continuity and cooperation rather than creating a per se automatic transfer upon Change of Control. For purposes of this Agreement, "Change of Control" means the first occurrence of any of the following events after the Effective Date:

(a) The acquisition by any person or group of persons acting in concert of ownership or voting power exceeding 50% of the voting securities of Emmaus;

(b) A merger, consolidation, or reorganization of Emmaus where the pre-existing owners do not maintain ownership of at least 50% of the voting securities of the surviving or resulting entity; or

(c) The sale or other disposition of all or substantially all of Emmaus's assets.

11.4. The Parties acknowledge that any NDA assignment or transfer is subject to FDA's jurisdiction and administrative processes and will become effective only upon FDA's acknowledgment and/or acceptance. The Parties shall execute such further instruments, and make such joint submissions and notifications to FDA, as are reasonably necessary to implement a transfer approved or accepted by FDA. For the avoidance of doubt, nothing herein shall be construed to require actions prohibited by law or to limit the authority of a bankruptcy court.

11.5. Upon any transfer pursuant to Section 11.2 or Section 11.3 or step-in pursuant to Section 11.1, Emmaus shall provide a current and complete electronic copy of the NDA (including all available eCTD modules and correspondence logs for the Territory), regulatory master files under Emmaus's Control relevant to the Products, and reasonable technical assistance to support continuity. Costs of transfer (including FDA user fees, if any) shall be borne by: (a) Emmaus where the Trigger Event arises from Emmaus's bankruptcy, default, or abandonment; or (b) NIT in all other circumstances.

12. Fees and Royalty Payments

12.1. Fees

In partial consideration of the rights granted to NIT under this Agreement, NIT shall pay Emmaus a total fee of [***] million dollars ($[***],000,000) (the "Upfront Fees"), payable as set forth in this Section 12.1.

(a) Execution Date Payment: On the Execution Date, NIT shall pay Emmaus [***] million dollars ($[***],000,000) of the Upfront Fees, by wire transfer of immediately available funds to an account designated by Emmaus.

(b) Effective Date Payment: Within five (5) business days after the Effective Date or invoice receipt date (whichever comes later), NIT shall pay Emmaus the remaining [***] million dollars ($[***],000,000) of the Upfront Fees, by wire transfer of immediately available funds to an account designated by Emmaus, of which one million dollars ($1,000,000) shall be used for Emmaus to subscribe to NIT's newly issued shares pursuant to the Subscription Agreement to be executed after the stock price and number of shares are fixed following the Effective Date as set forth herein, with such issue price per share determined based on the day immediately preceding the date of the resolution of the Board of Directors of NIT approving the issuance, which shall be the Effective Date, using a weighted average market price of NIT's common shares as further detailed in the Subscription Agreement.

12.2. Royalties on License

In addition to the Upfront Fees, NIT shall pay Emmaus, in cash, royalties equal to [***] percent ([***]%) of Net Sales of the Products and those Ancillary Products owned or controlled by Emmaus during the Distribution Term. For purposes of this Agreement, "Net

Sales" means the Gross Amount invoiced by NIT and its Affiliates and sublicensees to third parties for all sales of Products and Ancillary Products during the Distribution Term, less contractual discounts and rebates, actual returned goods, actual discounts allowed to governmental agencies, and any allowances or rebates to help patients directly (i.e. copayment program). Sales of Products or Ancillary Products by NIT, or its Affiliates and sublicensees to any Affiliate or sublicensee which is a reseller thereof shall be excluded from the definition of "Net Sales", and only the subsequent sale of such Products or Ancillary Products by Affiliates or sublicensees to unrelated parties shall be deemed Net Sales hereunder. For purposes of this Agreement, "Gross Amount" means an amount equal to the wholesale acquisition cost per Product/Ancillary multiplied by the quantity of Product/Ancillary Product sold. If a Product or Ancillary Product is sold or provided as part of a system, package, or combination product or service that involve one or more products or services not covered by the definition of Product or Ancillary Product (each, a "Combination Product"), Net Sales shall be calculated by multiplying the Net Sales of such Combination Product, by the fraction A/B, where "A" is the price of the Product or Ancillary Product included in such Combination Product when sold separately from any other products or services not covered by the definition of Product or Ancillary Product, and "B" is the price of the Combination Product. In the event that no market price is available for the Product or Ancillary Products included in such Combination Product when supplied or priced separately, the Parties shall determine in good faith the fair market value thereof. Royalties shall be calculated quarterly and paid within thirty (30) days after the end of each quarter of each Calendar Year, accompanied by a written sales and payment report. Sales reports shall include, at a minimum, the following: customer name, order number (PO), order date, invoice number, invoice date, sales price, quantity sold, gross sales and item description (and Product code that would be identifiable between brand and authorized generic). Payment reports shall include, at a minimum, the following: vendor name, invoice number/credit memo number, invoice date, invoice amount, description (period applied), units sold of product, and rate applied/contract price. "Calendar Year" means the twelve (12) consecutive calendar months beginning on January 1 and ending on December 31 of the same year. If the aggregate Net Sales for a Calendar Year is more than [***] million dollars ($[***]), the royalty rate for that Calendar Year shall be [***] percent ([***]%). Annual sales reconciliation shall occur yearly, applying the reduced royalty rate retroactively if the threshold is met, with any shortfall credited towards royalty payments in the following Calendar Year.

12.2A. Sublicense Revenue. In the event NIT grants any sublicense under this Agreement, NIT shall pay to Emmaus [***] percent ([***]%) of all Sublicense Revenue received by NIT from such sublicensee. 'Sublicense Revenue' means all upfront fees, milestone payments, and other non-royalty consideration received by NIT from sublicensees, excluding (i) royalties

on Net Sales (which are subject to Section 12.2), (ii) amounts received for bona fide research and development services, and (iii) equity investments for which NIT pays fair market value.

12.3. Records and Audit Rights

NIT shall keep accurate records of Net Sales and royalties. Emmaus or its approved auditor may inspect such records once per calendar year, at Emmaus's expense, with thirty (30) days' written notice during regular business hours. The costs of any such audit shall be borne by Emmaus, unless as a result of such inspection it is determined that the amounts payable by NIT for the audited period are in error by greater than five percent (5%), in which case the costs of such audit shall be borne by NIT. Emmaus shall report the results of any such audit to NIT within forty-five (45) days of completion. Thereafter, NIT shall promptly pay to Emmaus the amount of any underpayment discovered in such audit, or Emmaus shall credit to NIT against future royalty payments the amount of any overpayment discovered in such audit, as the case may be. In addition, NIT shall pay interest on any underpayment at the rate that is the lower of (i) two percent (2%) over the rate of interest announced by Bank of America in Los Angeles, California (or any successor in interest thereto or any commercially equivalent financial institution if no such successor exists) to be its "prime rate", or (ii) the highest rate permitted by applicable law, from the date such amount was underpaid to the date payment is actually received.

12.4. Taxes and Withholding

All payments due shall be made free of deductions or withholdings unless required by law. If withholding is required, NIT shall gross up payment amounts so that Emmaus receives the full amount it would have received absent withholding.

13. Regulatory Cooperation and Consequences of Delay or Withholding

13.1. During the Distribution Term, Emmaus shall cooperate diligently with NIT in all regulatory interactions affecting the Products, including but not limited to labeling revisions, manufacturing changes, and safety communications impacting commercialization of the Products, and those Ancillary Products owned or controlled by Emmaus, in the Territory, as further described in the Ancillary Documents.

13.2. If Emmaus unreasonably delays, withholds, or refuses such cooperation, and such delay or refusal results in a failure to meet any applicable regulatory requirement or materially impairs NIT's ability to perform its regulatory or distribution obligations, it shall constitute a material breach of this Agreement.

13.3. Upon written notice of such breach, Emmaus shall have thirty (30) days to cure. If the breach is not cured within the allowed period, NIT may: (a) suspend its performance under this Agreement until the breach is cured; (b) terminate this Agreement immediately upon

written notice, with no further liability beyond accrued obligations; and (c) seek equitable or legal remedies, including specific performance or injunctive relief. Termination under this Section shall be without prejudice to NIT's rights under Sections 11.

14. Support, Training, and Transition Services

14.1. During the period commencing on the Execution Date and continuing until the date that is (i) thirty (30) days after the Effective Date, with respect to all Support Services (as defined below) other than those described in Section 14.1(e), and (ii) ninety (90) days after the Effective Date, solely with respect to the Support Services described in 14.1(e) (the "Support Period"), Emmaus agrees to provide at NIT's reasonable request, at no additional cost, reasonable support and training services intended to facilitate NIT's successful launch and ongoing operation as the exclusive distributor ("Support Services"). Such Support Services shall include, without limitation:

(a) Assistance with regulatory and licensure applications and renewals, including wholesale distributor licensing and compliance with DSCSA;

(b) Training on product handling, serialization, product tracing, returns verification, and suspect/illegitimate product procedures consistent with FDA and state regulations;

(c) Operational guidance addressing inventory management, cold chain logistics, demand forecasting, and customer service best practices compliant with Good Distribution Practices (GDP);

(d) Commercial and marketing support to assist NIT in establishing relationships with sub-distributors, customers, and other stakeholders; and

(e) assistance and guidance regarding the invoice cycles with respect to Vendor Agreements transferred to NIT by Emmaus pursuant to Section 10.1.

After the end of the Support Period, any Support Services provided by Emmaus shall be provided pursuant to the terms of a services agreement ("Support Services Agreement") to be negotiated in good faith and entered into by the Parties upon NIT's request for Support Services after the Support Period. Such Support Services will be provided at Emmaus' then-current standard rates. For the avoidance of doubt, neither Party shall have any obligation to enter into any Support Services Agreement, and Emmaus shall not have any obligation to provide Support Services after the end of the Support Period absent a mutually agreed upon and duly executed Support Services Agreement.

14.2. The Parties shall mutually agree upon reasonable, measurable performance targets related to NIT's regulatory approvals, operational readiness, and commercial progress including, but not limited to:

(a) Achieving full compliance with DSCSA product serialization, traceability, and verification requirements;

(b) Establishing a functional inventory management system and secure supply chain operations within 12 months of the Effective Date.

Should NIT fail to meet any agreed targets or key objectives, the Parties shall negotiate in good faith potential adjustments to royalty rates or other commercial terms to address risks related to NIT's experience level. Any such adjustments shall be documented in a written amendment signed by both Parties. These targets shall be clearly defined in writing and serve as the basis for regular performance reviews throughout the Term.

15. Conditions Precedent

The following conditions (the "Conditions Precedent"), shall be satisfied (or their satisfaction shall be waived by both Parties) prior to the Parties becoming obligated to select an Effective Date pursuant to Section 17.1:

15.1. Licensure and FDA Reporting

NIT shall have obtained all required wholesale distributor licenses in Maryland and shall deliver written confirmation of such licensure to Emmaus.

15.2 Each Party shall have delivered to the other Party duly executed copies of: (i) the Quality Agreement, (ii) the Supply Agreement, (iii) the Pharmacovigilance Agreement, (iv) the Commercial Personnel Services Agreement, and (v) the Subscription Agreement.

15.3. Supply Chain Stability

No disruptions, such as shipment delays, stockouts, or regulatory audit failures, that would reasonably be expected to have a material adverse effect on the commercialization of the Products shall have occurred.

16. Commercialization Responsibilities and Data Sharing

16.1. During the Distribution Term, except to the extent Emmaus is granted any such rights in this Agreement or any Ancillary Document, NIT shall have sole decision-making authority for all commercialization activities for the Products in the Territory, including but not limited to branding, medical and commercial strategies, pricing, formulary listing, coverage and reimbursement submissions, negotiations with public or private payers or purchasers, marketing initiatives, healthcare professional engagement, and provision of education, training, or medical information, all conducted in accordance with NIT's standard operating procedures and applicable laws.

16.2. During the Distribution Term, except to the extent Emmaus is granted any such rights in this Agreement or any Ancillary Document, NIT shall be solely responsible for distribution, inventory management, returns, accounts receivable, and customer service for the Product within the Territory; provided, however, that NIT shall not assume any liabilities or obligations of Emmaus arising prior to the Effective Date or from any manufacturing, labeling, or regulatory deficiencies that occurred before such date.

16.3. Upon NIT's written request, Emmaus shall provide NIT with all of Emmaus's existing material health economics and outcomes research (HEOR), pricing, and other outcomes data relating to the Products relevant to payer engagement and reimbursement support to facilitate NIT's commercialization of the Products, and shall furnish timely updates to such data and analyses developed after the Effective Date that are material to commercialization in the Field in the Territory, in each case subject to confidentiality obligations set forth herein. NIT shall likewise provide Emmaus, upon reasonable request, with aggregated commercialization performance and market-access data necessary to support global regulatory or pharmacovigilance reporting, subject to confidentiality obligations set forth herein.

17. Term and Termination

17.1. This Agreement commences on the Execution Date and shall continue in full force and effect until terminated in accordance with the terms of this Agreement (the "Term"). Notwithstanding the overall effectiveness of this Agreement as of the Execution Date, the effectiveness of certain terms, conditions, provisions, rights, duties and/or obligations, as set forth in this Agreement, shall apply and become effective on such date, as the Parties may mutually agree, after the date that all Conditions Precedent (as defined in Section 15) have been satisfied or waived, which mutually agreed upon date shall be no more than thirty (30) days after the satisfaction or waiver of all Conditions Precedent (such date, the "Effective Date"). That portion of the Term commencing on the Effective Date and continuing through the end of the Term is referred to herein as the "Distribution Term."

17.2. Either Party may terminate this Agreement for material breach (which (i) includes, for the avoidance of doubt, but is not limited to, the failure to pay an portion of the Upfront Fees or to issue the NIT shares pursuant to the Subscription Agreement, and (ii) excludes, for the avoidance of doubt, the failure to agree on the terms of an Ancillary Agreement, unless such failure was due to the breaching Party's failure to engage in good faith negotiations with respect thereto) by providing written notice to the other Party; provided the breaching Party shall have thirty (30) days from receipt of such notice to cure the breach to the reasonable satisfaction of the nonbreaching Party. If the breach is not cured within such period, termination becomes effective upon written confirmation by the nonbreaching Party.

17.2A Economic Remedies. Notwithstanding Section 17.2, in the event of Emmaus's failure to perform the obligations set forth in Sections 5.2 (NDC Assignment), 5.3 (ADR Designation), or 13 (Regulatory Cooperation), which is not cured within thirty (30) days of written notice from NIT reasonably describing such failure, NIT may elect, in its sole discretion and in lieu of termination, to suspend all royalty payments under Section 12.2 for a period of up to six (6) months (the "Extended Cure Period"). If such failure remains uncured at the end of the Extended Cure Period, NIT may (a) terminate this Agreement pursuant to Section 17.2, or (b) exercise any other rights available at law or equity. Such suspension of royalties shall not constitute a breach by NIT of any payment obligation hereunder, provided that, at the end of the Extended Cure Period any royalties that would have accrued during the Extended Cure Period but for the suspension shall become due and payable as provided in this Agreement.

17.3. Notwithstanding the foregoing, either Party may terminate this Agreement immediately upon written notice in the event of: (a) fraud or willful misconduct by the other Party in connection with the Products; (b) a regulatory action that prohibits further commercialization of the Products in the Territory for twelve (12) consecutive months; (c) the other Party's material violation of applicable anti-corruption, trade control, or sanctions laws; (d) rejection of this Agreement by the other Party (as debtor) in bankruptcy; or (e) any other event specifically and expressly stated in this Agreement as a ground for immediate termination.

17.4. Either Party may terminate this Agreement in the event that the Effective Date has not occurred by the first day of the fourth calendar quarter of calendar year 2026 (the "Outside Date") by reason of the failure to satisfy the Conditions Precedent by the Outside Date, if such failure is not primarily attributable to such Party, including failure to use Commercially Reasonable Efforts to satisfy the Conditions Precedent. For clarity, with respect to the Condition Precedent requiring NIT to obtain the Maryland state wholesale distributor permit, the failure to satisfy such Condition Precedent shall not serve as a basis for termination for purposes of this Section if (a) NIT has submitted a complete permit application by the first day of the second calendar quarter of calendar year 2026, (b) the permit application has not been denied or rejected, and (c) the permit has not actually been issued by the Outside Date due to reasons outside of NIT's control. In addition, if (i) NIT has not obtained such permit by the first day of the fourth calendar quarter of calendar year 2027 and (ii) such failure does not serve as a basis for termination due to satisfaction of the conditions therefor in the immediately preceding sentence, then the Parties shall discuss in good faith alternative arrangements for a period of at least sixty (60) days, provided that, if the Parties fail to agree on alternative arrangements during such sixty (60)-day period and the permit has still not been issued, either Party may terminate this Agreement on written notice to the other.

17.5 Effective of Termination

(i) Upon termination of this Agreement for any reason:

(a) each Party shall promptly return or destroy any Confidential Information (as defined below) of the other Party in its possession, except as otherwise required by law and each Party may retain one (1) archival copy solely for legal and compliance purposes, subject to ongoing confidentiality obligations; and

(b) termination shall not relieve either Party of any obligations accrued prior to the effective date of termination, including any payment obligations or indemnities that, by their nature, are intended to survive termination.

(ii) Upon termination of this Agreement prior to the Effective Date by NIT pursuant to (x) Section 17.2 or Section 17.3(a), (c) or (d) for any reason (including, for the purposes of Section 17.2, Emmaus's refusal to mutually agree on an Effective Date despite the satisfaction of all Conditions Precedent), (y) Section 17.3(b) or (e) for reasons within the reasonable control of Emmaus and not the result of acts or omissions of NIT, or (z) Section 17.4 where the failure to satisfy the Conditions Precedent is primarily attributable to Emmaus, then Emmaus shall promptly refund to NIT the amount of the Upfront Fees previously paid to Emmaus hereunder, other than the amount of Upfront Fees paid to facilitate the transfer of Vendor Agreements transferred to NIT prior to such termination.

(iii) Upon termination of this Agreement after the Effective Date by NIT pursuant to Section 17.2 or Section 17.3(a), (c), or (d) for any breach or act primarily attributable to Emmaus, Emmaus shall promptly refund to NIT an amount equal to the product obtained by multiplying (x) (A) the Upfront Fees actually paid to Emmaus, less (B) that portion of the Upfront Fees used to purchase NIT shares, less (C) that portion of the Upfront Fees paid to facilitate the transfer of Vendor Agreements transferred to NIT prior to such termination, by (y) a fraction, (I) the numerator of which is the number of full months remaining in the initial two (2) year period following the Execution Date and (II) the denominator of which is twenty four (24).

17.6. Notwithstanding termination of this Agreement for any reason, provided that the Distribution Term has commenced prior to such termination, NIT's rights to sell, distribute, and commercialize any existing inventory of the Products shall survive for a reasonable period (not to exceed six months) necessary to effect an orderly wind-down of the commercialization activities, provided that such sales are in compliance with applicable laws and regulations. All other provisions of this Agreement which by their nature and context are intended to survive termination, including without limitation confidentiality, indemnification, intellectual property protections, payment obligations accrued prior to termination, and dispute resolution, shall so survive.

17.7. Bankruptcy and Insolvency

The Parties acknowledge that a bankruptcy or insolvency proceeding of Emmaus may affect certain rights and obligations under this Agreement. To the fullest extent permitted by applicable law, and without limiting any rights available with respect to licenses or similar rights, the exclusive distributor status granted to NIT hereunder is intended to be preserved and remain effective notwithstanding any bankruptcy or insolvency proceeding involving Emmaus, provided NIT is not in material breach. Emmaus shall use Commercially Reasonable Efforts to support assumption or continuation of this Agreement, including the exclusive distribution rights granted to NIT. In the event of any bankruptcy or insolvency filing by or against Emmaus, the Parties shall cooperate in good faith to seek court approval or other necessary relief to preserve NIT's exclusive rights, including providing adequate assurance of future performance as applicable. If this Agreement is rejected, terminated, or otherwise ceases to be effective as a result of Emmaus's bankruptcy or insolvency, Emmaus shall promptly notify NIT, and the Parties shall negotiate in good faith alternative arrangements to protect NIT's commercial interests in the Territory subject to applicable bankruptcy law and any required court approvals.

18. Confidentiality

18.1. Each Party agrees to keep confidential and not disclose to any third party any proprietary or confidential information received from the other Party in connection with this Agreement ("Confidential Information"). Confidential Information includes, but is not limited to, trade secrets, business plans, pricing terms, regulatory dossiers, clinical data, manufacturing processes, product formulations, and any other information identified as confidential or which, by its nature, should reasonably be understood to be confidential.

18.2. The obligation to maintain confidentiality shall continue during the Term and for a period of five (5) years following the termination of this Agreement, except that trade secrets and regulatory data shall remain confidential for so long as such information retains its confidential or proprietary status under applicable law.

18.3. Confidential Information may only be used strictly for purposes of performing or enforcing this Agreement and shall not be used, directly or indirectly, for any competitive or commercial purpose outside the scope of this Agreement.

18.4. Disclosure is permitted only to its Affiliates, and its and their respective employees, agents, consultants, and contractors (“”Representatives) on a need-to-know basis, provided that such Representatives are bound by confidentiality and non-use obligations no less restrictive than those of this Agreement, and provided further that the Party so disclosing Confidential Information of the other Party shall remain responsible for any breach of the confidentiality and non-use obligations hereunder by its Representatives. “Affiliate” means,

with respect to a Party, any person or entity that, directly or indirectly, controls, is controlled by, or is under common control with such Party; where control means, for the purpose of this Section, the power, directly or indirectly, to direct or cause the direction of the management and policies of such person or entity, whether through ownership of voting securities, by contract, or otherwise, and shall be deemed to exist with the ownership of more than fifty percent (50%) of the voting securities or other ownership interests entitled to elect directors or the equivalent governing body.

18.5. Nothing herein shall prevent disclosure of Confidential Information where such disclosure is required by law, court order, or regulatory authority, provided the disclosing Party gives prompt written notice, to the extent legally permitted, to allow the other Party to seek protective measures, and provided further that, the disclosing Party shall limit such disclosure to the minimum necessary.

19. Insurance

19.1. NIT shall, at its own expense, maintain during the Term commercially reasonable insurance policies sufficient to cover its obligations and liabilities under this Agreement, including but not limited to:

(a) Commercial General Liability insurance with limits of at least $1 million per occurrence and $2 million aggregate;

(b) Product Liability insurance covering claims related to the distribution, marketing, or sale of the Products, with limits of at least $5 million aggregate;

(c) Workers' Compensation insurance as required by applicable law;

(d) Any additional insurance required under applicable regulatory or contractual requirements.

19.2. Emmaus shall, at its own expense, maintain during the Term commercially reasonable insurance policies sufficient to cover its obligations and liabilities as the NDA holder and supplier of the Products, including but not limited to:

(a) Commercial General Liability insurance with limits of at least $2 million per occurrence and $4 million aggregate;

(b) Product Liability insurance covering claims arising from the manufacture, packaging, and supply of the Products, with limits of at least $5 million aggregate;

(c) Workers' Compensation insurance as required by applicable law;

(d) Any clinical trials liability insurance, if applicable, and any additional insurance required by regulatory authorities or industry standards.

19.3. Certificates of insurance evidencing such coverage shall be provided by each Party upon request. Each Party shall provide the other with thirty (30) days' prior written notice of any cancellation, non-renewal, or material change in such insurance coverage.

20. Indemnification

20.1. NIT agrees to indemnify, defend, and hold harmless Emmaus and its Affiliates, and their respective officers, directors, employees, and agents, ("Emmaus Indemnified Parties") from and against any and all third-party claims, damages, liabilities, losses, penalties, fines, costs, and expenses (including reasonable attorneys' fees) to the extent arising out of or relating to:

(a) Any breach by NIT of its representations, warranties, or obligations under this Agreement;

(b) Negligence or willful misconduct of NIT or its personnel in the performance of this Agreement;

(c) NIT's and its subdistributors' marketing, sale, storage, or distribution of the Products or Ancillary Products, including but not limited to product liability claims to the extent arising from NIT's acts or omissions, but excluding any claims resulting from the Product's or Ancillary Product's inherent defects or from Emmaus's breach, negligence, or failure to comply with law;

(d) Any misuse or unauthorized use of the Licensed Mark or other Emmaus intellectual property in connection with NIT's activities hereunder; or

(e) Failure by NIT to comply with applicable laws, regulations, or standards relating to its distribution, marketing, or sale of the Products and Ancillary Products.

20.2. Emmaus agrees to indemnify, defend, and hold harmless NIT and its Affiliates, and their respective officers, directors, employees, and agents, ("NIT Indemnified Parties") from and against any and all third party claims, damages, liabilities, losses, penalties, fines, costs, and expenses (including reasonable attorneys' fees) to the extent arising out of or relating to:
(a) Any breach by Emmaus of its representations, warranties, or obligations under this Agreement;

(b) Negligence or willful misconduct of Emmaus or its personnel in the performance of this Agreement;

(c) Any claim alleging that the Products, Ancillary Products owned or controlled by Emmaus, or Licensed Mark, when used for the purposes contemplated under this

Agreement, infringe or misappropriate any third-party rights;

(d) Any government enforcement action, penalty, or third-party claim related to the Products, Ancillary Products owned or controlled by Emmaus, or NDA prior to NIT's receipt thereof or resulting from Emmaus's acts or omissions;

(h) Failure by Emmaus to comply with applicable laws, regulations, or standards relating to its distribution, marketing, or sale of the Products and Ancillary Products; or

(i) Emmaus's failure, for reasons within its control, to maintain regulatory approvals in the Field in the Territory for the Products as required under this Agreement

20.3. The Party seeking indemnification under Section 20.1 or Section 20.2 (the "Indemnified Party") shall provide the Party from whom such indemnification is sought (the "Indemnifying Party") with prompt written notice of any claim for which indemnification is sought under this Agreement; provided, however, that the failure to provide such notice shall not relieve the Indemnifying Party of its obligations hereunder except to the extent the Indemnifying Party is materially prejudiced thereby. The Indemnified Party shall reasonably cooperate with the Indemnifying Party, at the Indemnifying Party's expense, in the defense or settlement of such claim. The Indemnifying Party shall have the right to control the defense and settlement of such claim, subject to the Indemnified Party's right to participate in such defense at its own cost, provided that any settlement includes a full release of the Indemnified Party and does not impose any obligations, admissions, or liabilities on the Indemnified Party without its prior written consent.

21. Disclaimers and Limitation of Liability

21.1. Except as expressly provided in this Agreement, neither Party makes any warranties, express or implied, including warranties of merchantability, fitness for a particular purpose, or of non-infringement. The Products are supplied "as is" except as expressly warranted by Emmaus herein, and each Party hereby disclaims any other warranties related to the Products, the NDA, or the performance of their obligations under this Agreement.

21.2. In no event shall either Party or its Affiliates be liable to the other Party for any indirect, consequential, incidental, special, punitive, or exemplary damages, including loss of profits, revenue, or goodwill, arising out of or related to this Agreement, even if advised of the possibility of such damages. Except as otherwise provided in this Agreement, each Party's aggregate liability to the other under this Agreement, whether in contract, tort, or otherwise, shall not exceed the total amount of all payments (including upfront fees,

royalties, and any other amounts) made or payable by NIT to Emmaus under this Agreement as of the date of the claim, provided that this limitation shall not apply to:

(a) breach of confidentiality or non-use obligations set forth in Section 18;

(b) indemnification obligations set forth in Section 20; or

(c) a Party's willful misconduct, gross negligence, or fraud.

22. Representations and Warranties

22.1. Emmaus represents and warrants that, as of the Effective Date and throughout the Term:

(a) It is the sole holder of the NDA and all regulatory approvals necessary to manufacture, supply, and distribute the Products within the Field in the Territory and the NDA is in good standing with the FDA, and, as of the Effective Date, Emmaus has received no written notice of any pending or threatened action to revoke, suspend, or materially limit the NDA;

(b) It has all necessary rights, licenses, and authority to grant the license as set forth herein;

(c) Neither Emmaus nor its officers or employees involved in the manufacture or supply of Products are debarred or subject to debarment under 21 U.S.C. §335a; and.

(d) as of the Effective Date, there are no pending or, to Emmaus's knowledge, threatened, claims, actions, or investigations relating to the Products that have not been disclosed to NIT.

22.2. NIT represents and warrants that, as of the Effective Date and throughout the Term:

(a) It has all necessary rights and licenses granted under this Agreement to market, distribute, and sell the Products in the Field within the Territory;

(b) It shall use Commercially Reasonable Efforts to promote and sell the Products during the Distribution Term;

(c) It shall comply with all applicable laws, regulations, and industry standards in connection with its performance under this Agreement;

(d) It has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder;

(e) It shall maintain all necessary permits, licenses, and authorizations required for the distribution and sale of the Products within the Territory;

(f) It shall use the Licensed Mark only in accordance with Emmaus's reasonable trademark usage guidelines and shall not take any action that may harm or dilute their value;

(g) It shall maintain appropriate insurance coverage for its distribution and marketing activities as required by applicable law; and

(h) Neither NIT nor its officers, agents or employees involved in the distribution and sale of Products are debarred or subject to debarment under 21 U.S.C. §335a.

23. Compliance

23.1. Each Party shall comply, and shall cause its Affiliates, sublicensees, contractors, and agents to comply, with all applicable laws, rules, regulations, and industry codes, including without limitation:

(a) the United States Food, Drug, and Cosmetic Act and all regulations promulgated thereunder, including FDA requirements;

(b) the Anti-Kickback Statute and other applicable anti-corruption, trade control, and sanctions laws;

(c) pharmacovigilance and adverse event reporting obligations consistent with applicable regulatory requirements and the Pharmacovigilance Agreement;

(d) all applicable rules and regulations governing the promotion, marketing, detailing, advertising, and dissemination of information about the Product in the Territory.

23.2. Neither Party shall engage, directly or indirectly, in any conduct or practice prohibited by applicable law in connection with the promotion, marketing, or commercialization of the Products.

23.3. Each Party shall promptly notify the other of any governmental inquiry, investigation, warning, or enforcement action related to compliance with the foregoing laws, rules, and regulations.

24. Notice

24.1. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (collectively, "Notices") shall be in writing and shall be deemed delivered when sent by:

(a) personal delivery,

(b) certified or registered mail (postage prepaid, return receipt requested),

(c) a nationally recognized overnight courier (with all fees prepaid), or

(d) email or other electronic communication with confirmed receipt.

24.2. Notices shall be sent to the addresses or email addresses set forth below (or to such other address or email as a Party may designate by Notice in accordance with this Section):

(a) If to Emmaus: [name, address, email, attention]

(b) If to NIT: [name, address, email, attention]

24.3. Notice shall be deemed given:

(a) On the date of delivery if delivered personally;

(b) On the date confirmed received if sent by certified or registered mail or courier;

(c) On the date of transmission if sent by email, provided email is sent within the recipient's regular business hours (9:00 a.m. to 5:00 p.m. recipient's local time) and no bounce-back or error message is received. If sent outside of such hours, notice is deemed delivered on the next business day.

25. General Provisions

25.1. Entire Agreement
This Agreement, including all Exhibits and Schedules and the Ancillary Documents, constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior or contemporaneous understandings or agreements, oral or written, regarding such subject matter.

25.2. Amendments
No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both Parties.

25.3. Effect of Headings

The headings and titles used in this Agreement are for reference and convenience only. They shall not affect the meaning, construction, or interpretation of any provision of this Agreement.

25.4. Assignment
Neither Party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party, except that either Party may assign this Agreement to an Affiliate or in connection with a merger or sale of substantially all its assets. In the case of an assignment to an Affiliate, the assigning Party shall remain responsible for the performance of this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

25.5. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the state of Delaware, without regard to its conflict of laws principles. The Parties consent to the exclusive jurisdiction and venue of the courts located in the state of Delaware for any disputes arising out of or relating to this Agreement.

25.6. Dispute Resolution

25.6.1. The Parties agree to attempt in good faith to resolve any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or validity thereof (a "Dispute"), promptly through negotiations between senior representatives of each Party with authority to settle the Dispute.

25.6.2. If the Dispute cannot be resolved through negotiation within thirty (30) calendar days of written notice of the Dispute by one Party to the other, either Party may initiate any available legal or equitable remedies in the courts located in the state of Delaware, which shall have exclusive jurisdiction and venue as provided in Section 25.5.

25.6.3. Nothing in this Agreement shall preclude any Party from seeking, and each Party shall be entitled to seek, injunctive or other equitable relief in any court of competent jurisdiction to protect its intellectual property rights or confidential information pending resolution of the Dispute through negotiation or litigation.

25.7. Severability

If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect, and the Parties shall negotiate in good faith a substitute provision to reflect the original intent.

25.8 Waiver

No waiver by either Party of any breach or default shall constitute a waiver of any subsequent breach or default, nor shall any delay or omission by either Party in exercising any right or remedy operate as a waiver thereof. No waiver shall be effective unless made in writing and signed by the Party granting such waiver.

25.9. Force Majeure

Neither Party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including acts of God, war, terrorism, strikes, pandemics, government actions, or natural disasters. The affected Party shall promptly notify the other Party of the occurrence of such an event and shall use Commercially Reasonable Efforts to resume performance as soon as practicable. If the force majeure event continues for more than ninety (90) days, either Party may terminate this Agreement upon written notice.

25.10. Counterparts and Electronic Signatures

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Signatures to this Agreement transmitted by facsimile, electronic mail (including PDF), or other electronic means shall be deemed to be original signatures for all purposes of this Agreement and shall have the same legal effect, validity, and enforceability as original handwritten signatures. Delivery of an executed counterpart of this Agreement by electronic means shall constitute effective delivery of this Agreement.

25.11. Publicity

Neither Party shall use the name, logo, trademarks, or other identifying indicia of the other Party in any public announcement, press release, marketing material, or other form of publicity without the express prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either Party may make such disclosures as required by law or judicial order, provided that, to the extent legally permissible, the disclosing Party provides prior written notice to the other Party to allow for protective measures.

25.12. Further Assurances

Each Party agrees to execute and deliver such further documents, instruments, and assurances, and to take such further actions, as may be reasonably requested by the other Party to carry out the intent and purpose of this Agreement and to give effect to its provisions, at no additional cost to the requesting Party.

[signature page follows]

IN WITNESS WHEREOF, the Parties have caused their respective duly authorized representatives to execute this Agreement effective as of the Execution Date.

NeoImmuneTech, Inc.	Emmaus Life Sciences, Inc.
By: /s/TAE WOO KIM/	By: /s/WILLIS LEE
Name: Tae Woo Kim	Name: Willis Lee
Its: Acting President and CEO	Its: CEO

SCHEDULE 1

Net Sales Targets

Calendar Year 2026 – [***]million Dollars ($[***],000,000) of Net Sales, pro rated for that portion of the Calendar Year where the Distribution Term has commenced

EXHIBIT A

Form of Supply Agreement

See attached

EXHIBIT B

Form of Quality Agreement

See attached

EXHIBIT C

Form of Pharmacovigilance Agreement

See attached

EXHIBIT D

Form of Commercial Personnel Services Agreement

See attached

Exhibit 21.1

List of Registrant's Subsidiaries

Name	Place of incorporation
Emmaus Medical, Inc.	Delaware
Emmaus Medical Japan, Inc.	Japan
Newfield Nutrition Corp.	Delaware
Emmaus Medical Europe, Ltd.	United Kingdom
Emmaus Medical Europe, Ltd.	Ireland
Emmaus Life Sciences, Co. Ltd	Korea
Emmaus H&B, Inc.	Korea

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the Registration Statements on Form S-8 (Nos. 333-233718 and 333-261944) of our report dated March 30, 2026, with respect to the consolidated financial statements of Emmaus Life Sciences, Inc. included in this Annual Report on Form 10-K for the year ended December 31, 2025.

/s/ CBIZ CPAs P.C.

Costa Mesa, CA
March 30, 2026

Exhibit 23.2

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the Registration Statements on Form S-8 Nos. 333-233718 and 333-261944 of our report dated April 14, 2025, with respect to the consolidated financial statements of Emmaus Life Sciences, Inc. as of and for the year ended December 31, 2024, included in this Annual Report on Form 10-K for the year ended December 31, 2025.

/s/ Marcum LLP

Costa Mesa, CA
March 30, 2026

Exhibit 31.1

Certification of Chief Executive Officer pursuant to Item 601(b)(31) of Regulation S-K,
as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Willis C. Lee certify that:

1. I have reviewed this annual report of Emmaus Life Sciences, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Willis C. Lee
Willis C. Lee
Chief Executive Officer
(Principal Executive Officer)
Date:March 30, 2026

Exhibit 31.2

Certification of Chief Accounting Officer pursuant to Item 601(b)(31) of Regulation S-K,
as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Hiroko Huynh, certify that:

1. I have reviewed this annual report of Emmaus Life Sciences, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Hiroko Huynh
Hiroko Huynh
Chief Accounting Officer
(Principal Financial and Accounting Officer)
Date: March 30, 2026

Exhibit 32.1

Certification of Chief Executive Officer and Chief Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the annual report of Emmaus Life Sciences, Inc. (the "Company") on Form 10-K for the year ending December 31, 2025, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), each of the undersigned, in the capacities and on the date indicated below, hereby certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to his knowledge:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Willis C. Lee
Willis C. Lee
Chief Executive Officer
(Principal Executive Officer)
March 30, 2026

/s/ Hiroko Huynh
Hiroko Huynh
Chief Accounting Officer
(Principal Financial and Accounting Officer)
March 30, 2026